

California Public Records Act (PRA): In compliance with the PRA, the documents pertaining to agenda items, including attachments, which are presented to the City Council in open session are available for public inspection. They may be inspected during regular business hours in the Office of the City Clerk at Vernon City Hall, 4305 Santa Fe Avenue; Vernon, California 90058, no appointment necessary, and on the City's website at www.cityofvernon.org.

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, January 07, 2020, 09:00 AM
City Hall, Council Chamber
4305 Santa Fe Avenue
Vernon, California
Melissa Ybarra, Mayor
Leticia Lopez, Mayor Pro-Tem
William Davis, Council Member
Carol Menke, Council Member
Diana Gonzales, Council Member

CALL TO ORDER

FLAG SALUTE

ROLL CALL

CHANGES TO THE AGENDA

PRESENTATIONS

- Human Resources**
Recognition of Retired Employee - Victor M. Modesto, Fleet Supervisor
Recommendation:
Acknowledge and present a proclamation to retired employee Victor M. Modesto, Fleet Supervisor, in recognition of his dedicated service to the City of Vernon.
[1. Proclamation - Victor Modesto](#)

2. City Administration
Presentation of Grantee Certificates and Report on Fiscal Year (FY) 2019/2020 Docket I Grants Awarded by Vernon CommUNITY Fund Grant Committee

Recommendation:

A. Find that receiving this report on grants awarded by 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;

B. Present Certificates to FY 2019/2020 Docket I Grant Recipients; and

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

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.

3. City Clerk
City Council Meeting Minutes

Recommendation:

Approve the November 19 and December 3, 2019 Regular City Council meeting minutes.

1. 2019-11-19 City Council Meeting Minutes

2. 2019-12-03 City Council Meeting Minutes

4. Finance/ Treasury
Operating Account Warrant Register No. 36 Covering the Period of November 26 through December 7, 2019

Recommendation:

Approve Operating Account Warrant Register No. 36 which totals \$4,046,713.67 and consists of the following:

1) Ratification of electronic payments totaling \$3,780,730.73; and

2) Ratification of the issuance of early checks totaling \$265,982.94.

1. Operating Account Warrant Register No. 36

5. Finance/ Treasury
City Payroll Warrant Register No. 762 Covering the Period of November 1 through November 30, 2019

Recommendation:

Approve City Payroll Account Warrant Register No. 762 which totals \$2,789,902.30 and consists of the following:

1) Ratification of direct deposits, checks and taxes totaling \$2,208,617.32; and

2) Ratification of checks and electronic fund transfers (EFT) paid through Operating bank account totaling \$581,284.98.

1. City Payroll Account Warrant Register No. 762

6. **Finance/ Treasury**
Ratification of Warrant Registers to Record Checks Voided During the Period of November 26 through December 7, 2019
Recommendation:
Ratify the following warrant registers to record voided checks:
 - 1) Operating Account Warrant Register No. 24 to record voided Check No. 603153 in the amount of \$1,486.28 issued 06/18/19 to BPP Pac In Reit Prop Owner;
 - 2) Operating Account Warrant Register No. 29 to record voided Check No. 603685 in the amount of \$15,170.85 issued 08/15/19 to CMI Logistics; and
 - 3) Operating Account Warrant Register No. 34 to record voided Check No. 604323 in the amount of \$765.97 issued 11/7/19 to County of Los Angeles.

7. **Finance/ Treasury**
Federal Funds for Street Improvements Account Warrant Register for the Period of November 26 through December 7, 2019
Recommendation:
Approve Federal Funds for Street Improvements Account Warrant Register No. 31, for the period of November 26 through December 7, 2019, consisting of ratification of electronic payments totaling \$32,754.71.
 1. Federal Funds for Street Improvements Account Warrant Register No. 31

8. **Fire Department**
Fire Department Activity Report for the Period of October 16 through October 31, 2019
Recommendation:
Receive and file.
 1. Fire Department Activity Report - 10/16/19 to 10/31/19

9. **Police Department**
Police Department Activity Log and Statistical Summary for the period of November 1 through November 15, 2019
Recommendation:
Receive and file.
 1. Police Department Activity Report - 11/01/19 to 11/15/19

10. **Public Works**
Public Works Department November 2019 Monthly Building Report
Recommendation:
Receive and File.
 1. Public Works Department Building Report November 2019

11. City Administration

Purchase Contract with Motorola Solutions, Inc. for CrimeReports Plus Online System

Recommendation:

- A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378;
 - B. Approve the Subscription Services Agreement with Motorola Solutions, Inc., in substantially the same form as submitted, in the amount not to exceed \$2,250.00 for an initial term of one year beginning January 7, 2020 and up to two annual renewal terms; and
 - C. Authorize the City Administrator to execute the Subscription Services Agreement with Motorola Solutions for the Crime Reports Plus Online System
- 1. Purchase Contract with Motorola Solutions, Inc. for CrimeReports System**

12. Fire Department

Purchase Order with Motorola Solutions, Inc. for Twenty (20) GPS Smart Microphones

Recommendation:

- A. Find that approval of the proposed action is exempt under the 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. Ratify the execution of Purchase Order No. 011.0014181 to Motorola Solutions, Inc., ("Motorola") for a total amount not to exceed \$6,515.25 for the purchase of twenty (20) GPS Smart Microphones.
- 1. Motorola Solutions, Inc. Purchase Order 011.0014181**

NEW BUSINESS

13. City Administration

Temporary Advisory Committee to Evaluate the Prospect of Veteran Housing Opportunities in Vernon

Recommendation:

- A. Find that approval of the proposed action is exempt under the California Environmental Quality Act ("CEQA") 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 even if such action 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. Establish a Temporary Advisory Committee composed of less than a quorum of the Vernon City Council for the sole purpose of evaluating the prospect and feasibility of veteran housing opportunities in Vernon, and assign a maximum of two members of the existing Vernon City Council to serve as participants on the Temporary Advisory Committee.

14. Public Utilities

Access Easement and License Agreement with Sky River Wind, LLC

Recommendation:

- A. Find that approval of the proposed action is exempt from California Environmental Quality Act (“CEQA”) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378;
- B. Approve the Access Easement and License Agreement with Sky River Wind, LLC, in substantially the same form as submitted, to grant access to portions of property located in Kern County owned by the City of Vernon; and
- C. Authorize the City Administrator to execute the Access Easement and License Agreement with Sky River Wind, LLC.

1. Access Easement and License Agreement Between City of Vernon and Sky River Wind, LLC

ORAL REPORTS

City Administrator Reports – brief reports on activities and other brief announcements by the City Administrator.

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

CLOSED SESSION

15. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (4 cases)

Government Code Section 54956.9(d)(1)

Bicent (California) Malburg LLC et al. v. City of Vernon et al.,
Los Angeles Superior Court Case No. 19STCV08859 and JAMS Reference No. 1100107175

City of Vernon v. Bicent (California) Malburg LLC
Los Angeles Superior Court Case No. 19STCP02411 and JAMS Reference No. 1220062657

Jerry Chavez v. City of Vernon
Los Angeles Superior Court Case No. BC719460

Vernon Professional Firefighters Association v. City of Vernon
Public Employment Relations Board (PERB) Unfair Practice Charge No. LA-CE-1423-M

16. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Designated Representative: Carlos Fandino, City Administrator

Employee Organizations:

Vernon Professional Firefighters Association, and
Vernon Fire Management Association

17. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation

Government Code Section 54956.9(d)(2)

Number of potential cases: 1

Facts and Circumstances: Pursuant to Government Code Section 54956.9(e)(3), the City has received written communication threatening litigation on behalf of the Vernon Fire Management Association, which communication is made available for public inspection pursuant to Section 54957.5.

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 19th day of December 2019.

By: _____
Lisa Pope, City Clerk

City Council Agenda Item Report

Agenda Item No. COV-381-2019

Submitted by: Lisette Grizzelle

Submitting Department: Human Resources

Meeting Date: January 7, 2020

SUBJECT

Recognition of Retired Employee - Victor M. Modesto, Fleet Supervisor

Recommendation:

Acknowledge and present a proclamation to retired employee Victor M. Modesto, Fleet Supervisor, in recognition of his dedicated service to the City of Vernon.

Background:

Historically, the City Council has issued proclamations in honor of retired City employees. Victor M. Modesto, Fleet Supervisor, retired from the City of Vernon on December 5, 2019, after providing over thirty-three (33) years of service to the City. During his career with the City, Victor M. Modesto held the following positions: Hired as a temporary employee on March 29, 1984, Utilityman V effective September 2, 1984, Utilityman III effective July 2, 1989, Utilityman II effective June 28, 1992 - February 1, 1993, a temporary employee effective July 11, 1994, Utilityman III effective September 4, 1994, Utilityman II effective October 11, 1998, Utilityman I effective February 18, 2007, Mechanic, Lead effective April 20, 2014, and Fleet Supervisor effective April 30, 2018.

Victor Modesto completed the following training courses: 800 hours of Auto Tech classes at Los Angeles Skills Center; 425 hours of Tune Up and Electrical at Los Angeles Skills Center; Onboard Diagnostics II Training and Certification; Landscape Diagnostics Certification; Hybrid Electric Vehicle Certification; California Fire Mechanics Academy Certification; and completed Management Courses at Glendale College.

During his over 33-year career with the City of Vernon, the following are among Mr. Modesto's accomplishments:

- * Victor was able to successfully manage the city's vehicle fleet and provide leadership to designated staff.
- * Managed Fleet Services bids and requisitions as well as ensured timely procurement of necessary materials and supplies for City's Garage.
- * Victor was a key contributor when the City transitioned to a new computer system that increased efficiency and automation.

Mr. Modesto's work ethic and dedication to collaboration with co-workers, supervisors, and management made him a valued staff member of the Public Works Department. Mr. Modesto was a dedicated employee of the City, exemplified true public service to our community and will truly be missed. Victor M. Modesto was hired on September 2, 1984 and meets the eligibility requirements under CalPERS to retire from the City of Vernon effective December 5, 2019.

Fiscal Impact:

There is no fiscal impact associated with this report.

ATTACHMENTS

- [1. Proclamation - Victor Modesto](#)



**A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL OF
THE CITY OF VERNON COMMENDING VICTOR M. MODESTO
FOR HIS MANY YEARS OF SERVICE TO THE CITY OF VERNON**

WHEREAS, Victor M. Modesto ("Victor Modesto") has been employed by the City of Vernon since September 2, 1984, and has faithfully served the City of Vernon for over 33 years; and

WHEREAS, Victor Modesto has retired from the City of Vernon effective December 5, 2019, as the Fleet Supervisor for the Public Works Department; and

WHEREAS, during the course of his employment with the City of Vernon, Victor Modesto held the positions of temporary Utilityman V effective September 2, 1984, Utilityman III effective July 2, 1989, Utilityman II effective June 28, 1992 through February 1, 1993, temporary employee effective July 11, 1994, Utilityman III effective September 4, 1994, Utilityman II effective October 11, 1998, Utilityman I effective February 18, 2007, Mechanic-Lead effective April 20, 2014 and Fleet Supervisor effective April 30, 2018; and

WHEREAS, Victor Modesto completed 800 hours of Auto Tech classes at Los Angeles Skills Center and 425 hours of Tune Up and Electrical at Los Angeles Skills Center, Onboard Diagnostics II Training and Certification, Landscape Diagnostics Certification, Hybrid Electric Vehicle Certification and California Fire Mechanics Academy Certification and completed management courses at Glendale College; and

WHEREAS, during his career Victor Modesto was able to successfully manage the City's vehicle fleet and provide leadership to designated staff, managed Fleet Services bids and requisitions as well as ensured timely procurement of necessary materials and supplies for the City's Garage, and was a key contributor when the City transitioned to a new computer system that increased efficiency and automation; and

WHEREAS, during his long and distinguished career with the City of Vernon, Victor Modesto has won the deepest respect of his colleagues through his leadership and his many contributions to the City; and

WHEREAS, it is an honor to express our appreciation to Victor Modesto for his exemplary service to the City of Vernon and wish Victor good health upon his retirement and for continued success in life's pursuits; and

WHEREAS, the Mayor and the City Council of the City of Vernon, on behalf of its employees, residents and businesses, wish to commend and thank Victor Modesto for his many years of service to the City and invite recognition of his contributions and achievements.

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY COMMEND VICTOR M. MODESTO FOR HIS MANY YEARS OF SERVICE TO THE CITY. THIS PROCLAMATION IS BEING PRESENTED TO VICTOR M. MODESTO BY THE HONORABLE MAYOR MELISSA YBARRA FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 7TH DAY OF JANUARY TWO THOUSAND AND TWENTY.

CITY OF VERNON

By: _____
MELISSA YBARRA, Mayor



City Council Agenda Item Report

Agenda Item No. COV-548-2019

Submitted by: Diana Figueroa

Submitting Department: City Administration

Meeting Date: January 7, 2020

SUBJECT

Presentation of Grantee Certificates and Report on Fiscal Year (FY) 2019/2020 Docket I Grants Awarded by Vernon CommUNITY Fund Grant Committee

Recommendation:

- A. Find that receiving this report on grants awarded by 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;
- B. Present Certificates to FY 2019/2020 Docket I Grant Recipients; and
- C. Receive and file the report, as it is being provided for informational purposes only pursuant to Section 2.167(e) of the Vernon Municipal Code.

Background:

On November 20, 2019, the Vernon CommUNITY Fund Grant Committee (“Grant Committee”) held its first grant award meeting for the 2019/2020 Fiscal Year. There were three (3) Direct Service Grant applicants included on the first docket (listed below) and all three (3) were approved by the Grant Committee at the terms recommended:

1) Applicant: Jovenes, Inc.*

Original Amount Requested: \$100,000

Amount Recommended: \$25,000

Proposed Term: 1 year

*Returning Grantee

2) Applicant: Neighborhood Music School*

Original Amount Requested: \$85,000

Amount Recommended: \$25,000

Proposed Term: 1 year

*Returning Grantee

3) Applicant: Southeast Community Foundation

Original Amount Requested: \$250,000

Amount Recommended: \$25,000

Proposed Term: 1 year

Section 2.167(e) of the Vernon Municipal Code requires the Grant Committee Executive Director (City Administrator) to provide the City Council a report of the grant related actions taken by the Grant Committee at which grants are awarded.

Fiscal Impact:

The Fiscal Year 2019/2020 Docket I total recommended grant award amount of \$75,000 is included in the 2019/2020 City Budget, slightly exceeds the recommended per meeting allocation, but is within the recommended fiscal year allocation of \$244,125.

ATTACHMENTS

-

City Council Agenda Item Report

Agenda Item No. COV-528-2019

Submitted by: Lisa Pope

Submitting Department: City Clerk

Meeting Date: January 7, 2020

SUBJECT

City Council Meeting Minutes

Recommendation:

Approve the November 19 and December 3, 2019 Regular City Council meeting minutes.

Background:

Staff has prepared draft minutes and hereby submits the minutes for Council approval.

Fiscal Impact:

There is no fiscal impact associated with this report.

ATTACHMENTS

- [1. 2019-11-19 City Council Meeting Minutes](#)
- [2. 2019-12-03 City Council Meeting Minutes](#)

**MINUTES
VERNON CITY COUNCIL
REGULAR MEETING
TUESDAY, NOVEMBER 19, 2019
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

CALL TO ORDER & FLAG SALUTE

Mayor Ybarra called the meeting to order at 9:00 a.m. and led the Flag Salute.

Members Present: Mayor Melissa Ybarra, Mayor Pro Tem Leticia Lopez, Council Members William Davis and Diana Gonzales
Members Absent: Council Member Carol Menke

CHANGES TO THE AGENDA

City Clerk Pope announced that Items 1 and 3 would be heard concurrently.

PUBLIC COMMENT

None.

PUBLIC HEARING

Items 1 and 3 were heard concurrently.

1. **Fire Department
Amendments to Vernon Municipal Code Chapter 7 - Fire Regulations, and Adoption of the 2019 California Fire Code by Reference**
Recommendation:
A. Find that the action proposed is not subject to the California Environmental Quality Act (CEQA) as this ordinance is not considered a “project” under CEQA which is defined as an action directly undertaken by a public agency which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, Cal. Pub. Res. Code Section 21065. Under the proposed ordinance, no such activity is being undertaken. Even if the ordinance were to be considered a “project” under CEQA, which is not the case, the ordinance would be covered by the general rule set forth in CEQA Guidelines Section 15061(b)(3) which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, the ordinance involves the adoption of state-mandated construction codes, and the revisions to those codes merely improve the safety of buildings and will not have any effect on the environment; and

B. Conduct second reading and adopt Ordinance No. 1262 amending various sections of Chapter 7 of the Vernon Municipal Code, along with amendments, additions and deletions and adopting by reference the following code: (1) the 2019 California Fire Code.

3. Public Works

Amendments to Vernon Municipal Code Chapter 24 - Building and Construction and Adoption of the 2019 California Building Standards Code, 2006 Electrical Code Administrative Provisions, and 2018 International Existing Building Code by Reference

Recommendation:

A. Find that the proposed ordinance is not subject to the California Environmental Quality Act (CEQA) as this ordinance is not considered a “project” under CEQA which is defined as an action directly undertaken by a public agency which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, Cal. Pub. Res. Code Section 21065. Under the proposed ordinance, no such activity is being undertaken. Even if the ordinance were to be considered a “project” under CEQA, which is not the case, the ordinance would be covered by the general rule set forth in CEQA Guidelines Section 15061(b)(3) which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, the ordinance involves the adoption of state-mandated construction codes, and the revisions to those codes merely improve the safety of buildings and will not have any effect on the environment; and

B. Conduct second reading and adopt Ordinance No. 1261 amending various sections of Chapter 24 of the Vernon Municipal Code, along with amendments, additions and deletions and adopting by reference the following codes: (1) the 2019 California Building Code, 24 CCR Part 2; (2) the 2019 California Electrical Code, 24 CCR Part 3; (3) the 2006 Edition of the International Code Council (ICC) Electrical Code Administrative Provisions; (4) the 2019 California Mechanical Code, 24 CCR Part 4; (5) the 2019 California Plumbing Code, 24 CCR Part 5; (6) the 2019 California Existing Building Code, 24 CCR Part 10; (7) the 2018 International Existing Building Code; (8) the 2019 California Residential Code, 24 CCR Part 2.5; (9) the 2019 California Green Building Standards Code also known as the CALGreen Code, 24 CCR Part 11, and; (10) the 2019 California Energy Code, 24 CCR Part 6.

Mayor Ybarra opened the Public Hearing.

Director of Public Works Wall presented the staff report.

There being no speakers, Mayor Ybarra closed the Public Hearing.

MOTION

Council Member Davis moved and Mayor Pro Tem Lopez seconded a motion to: A. Find that the proposed ordinances are not subject to the California Environmental Quality Act (CEQA); B. Conduct second reading and adopt Ordinance No. 1262 amending various

sections of Chapter 7 of the Vernon Municipal Code, along with amendments, additions and deletions and adopting by reference the following code: (1) the 2019 California Fire Code; and C. Conduct second reading and adopt Ordinance No. 1261 amending various sections of Chapter 24 of the Vernon Municipal Code, along with amendments, additions and deletions and adopting by reference the following codes: (1) the 2019 California Building Code, 24 CCR Part 2; (2) the 2019 California Electrical Code, 24 CCR Part 3; (3) the 2006 Edition of the International Code Council (ICC) Electrical Code Administrative Provisions; (4) the 2019 California Mechanical Code, 24 CCR Part 4; (5) the 2019 California Plumbing Code, 24 CCR Part 5; (6) the 2019 California Existing Building Code, 24 CCR Part 10; (7) the 2018 International Existing Building Code; (8) the 2019 California Residential Code, 24 CCR Part 2.5; (9) the 2019 California Green Building Standards Code also known as the CALGreen Code, 24 CCR Part 11, and; (10) the 2019 California Energy Code, 24 CCR Part 6. The question was called and the motion carried 4-0, Council Member Menke absent.

2. Public Utilities

Public Hearing Regarding Proposed Changes in Water Rates and Resolution Approving and Adopting a Revised Water Rate Schedule

Recommendation:

- A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines § 15273(a)(4), which states that CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies which the public agency finds are for the purpose of obtaining funds for capital projects, necessary to maintain service within existing service areas. Furthermore, even if the proposed changes in water rates were subject to CEQA review, the approval requested is exempt in accordance with CEQA Guidelines § 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment, for the reason that any construction that may occur in the future by a private party relying on this approval would be subject to CEQA review at that time;
- B. Conduct a Public Hearing; and
- C. Provided that a majority of owners/tenants of the affected properties have not submitted written protests as of the end of the Public Hearing, adopt a resolution adopting a revised schedule of water rates and repealing all resolutions in conflict.

Mayor Ybarra opened the Public Hearing.

Interim Public Utilities General Manager Alemu presented the staff report.

In response to Council questions, Interim Public Utilities General Manager Alemu and City Administrator Fandino explained the single meter at the apartment complex; City paid water; possibility of exploring a surcharge for apartment residents; review of the matter by the Business & Industry Commission; and pipe sizes.

CONSENSUS

By consensus, the Council directed staff to bring back consideration of a surcharge for the apartment complex to collect revenues for water.

There being no speakers, Mayor Ybarra closed the Public Hearing.

MOTION

Council Member Davis moved and Mayor Pro Tem Lopez seconded a motion to find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA); and adopt a resolution adopting a revised schedule of water rates and repealing all resolutions in conflict. The question was called and the motion carried 4-0, Council Member Menke absent.

PRESENTATION

4. City Council Employee Service Pin Awards for October 2019

Recommendation:

No action required by City Council. This is a presentation only.

Human Resources Director Earl and Mayor Ybarra recognized the following employees for their service:

Dwight Pierce, Facilities Maintenance Worker, Public Works, 5 years
Armando Hinojos, Utilities Dispatcher, Public Utilities, 25 years

CONSENT CALENDAR

MOTION

Council Member Davis moved and Mayor Pro Tem Lopez seconded a motion to approve Consent Calendar Item Nos. 5 through 13. The question was called and the motion carried 4-0, Council Member Menke absent.

The Consent Calendar consisted of the following items:

5. City Clerk Claim for Damages from Adolfo Cabrera-Martinez received on October 30, 2019

Recommendation:

A. Receive and File

6. City Clerk Minutes of the Regular City Council Meeting Held on November 5, 2019

Recommendation:

A. Receive and File

7. Finance/ Treasury Ratification of Warrant Registers to Record Voided Checks

Recommendation:

A. Ratify the following warrant registers to record voided checks:

1) Operating Account Warrant Register No. 32 to record Check No. 603951 in the amount of \$1095 issued 09/24/19 to Fleming Environmental, Inc.

8. Finance/ Treasury

Approval of City Payroll Warrant Register No. 761 Covering the Period of October 1 through October 31, 2019

Recommendation:

A. Approve City Payroll Account Warrant Register No. 761 which totals \$2,876,790.07 and consists of the following:

1) Ratification of direct deposits, checks and taxes totaling \$2,274,761.38.

2) Ratification of checks and electronic fund transfers (EFT) paid through Operating bank account totaling \$602,028.69.

9. Finance/ Treasury

Approval of Operating Account Warrant Register No. 34 Covering the Period of October 29 through November 11, 2019

Recommendation:

A. Approve Operating Account Warrant Register No. 34 which totals \$4,868,036.56 and consists of the following:

1) Ratification of electronic payments totaling \$4,323,162.10

2) Ratification of the issuance of early checks totaling \$523,274.33

3) Authorization to issue pending checks totaling \$21,600.13

10. Police Department

Vernon Police Department Activity Log and Statistical Summary for the period of October 1 through October 15, 2019

Recommendation:

A. Receive and file.

11. Public Works

Acceptance of Electrical Easement at 4665 49th Street (APN 6304-018-022)

Recommendation:

A. Find that the acceptance of the Electrical Easement proposed in this staff report is not a “project” as that term is defined under the California Environmental Quality Act (CEQA) Guidelines Section 15378, and even if it were a project, it would be categorically exempt in accordance with CEQA Guidelines Sections 15301 (maintenance, repair or minor alteration of an existing facility and involves negligible or no expansion of an existing use) and 15061(b)(3) (general rule that CEQA only applies to projects that may have a significant effect on the environment); and

B. Accept the Electrical Easement, in substantially the same form as submitted herewith, and authorize the Mayor to execute the Certificate of Acceptance.

12. Public Works

Amendments to Vernon Municipal Code Chapter 22 - Streets and Sidewalks and Tree City USA Application

Recommendation:

A. Find that the proposed ordinance is not subject to the California Environmental Quality Act (CEQA) as this ordinance is not considered a “project” under CEQA which is defined as an action directly undertaken by a public agency which has the

potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, Cal. Pub. Res. Code Section 21065. Under the proposed ordinance, no such activity is being undertaken. Even if the ordinance were to be considered a “project” under CEQA, which is not the case, CEQA Guidelines Section 15308 categorically exempts actions taken by regulatory agencies that assure the maintenance, restoration, enhancement, or protection of the environment. Here, the ordinance involves the adoption procedures with respect to planting and maintaining trees and a tree plan within the City. Further, the request for authorization to submit an application to the Arbor Day Foundation will have no impact on the environment whatsoever; and B. Conduct second reading and adopt Ordinance No. 1263 adding Article X to Chapter 22 of the Vernon Municipal Code regarding Streets and Sidewalks to establish the “Tree Ordinance.”

13. Public Works

Notice of Completion - City Contract No. CS-1061 – 53rd St., 54th St., 55th St., 57th St., & Hampton St. Improvements

Recommendation:

A. Find that approval of the proposed action is exempt from California Environmental Quality Act (“CEQA”) review, as it is a governmental administrative activity that will not directly result in physical changes to the environment and is therefore not a “project” as defined by CEQA Guidelines section 15378; and

B. Accept the work of Hardy & Harper, Inc. as related to City Contract No. CS-1061 – 53rd St., 54th St., 55th St., 57th St., & Hampton St. Improvements, and authorize staff to submit the Notice of Completion for the project to the County of Los Angeles Recorder’s Office.

NEW BUSINESS

14. Public Utilities

Attorney Services Agreement (Transactional) with Stradling Yocca Carlson & Rauth for bond and disclosure counsel services

Recommendation:

A. Find that the proposed action is exempt from California Environmental Quality Act (CEQA) review, because retaining legal counsel in connection with bond financing transactions 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 §15378;

B. Approve the Attorney Services Agreement (Transactional) Between the City of Vernon and Stradling Yocca Carlson & Rauth, a Professional Corporation, for Bond and Disclosure Counsel Services (“Agreement”), in substantially the same form as submitted herewith, for an amount not to exceed one hundred seventy thousand dollars (\$170,000), unless special services are requested; and

C. Authorize the City Administrator to execute the Agreement effective November 19, 2019.

Interim Public Utilities General Manager Alemu presented the staff report.

There were no public comments.

MOTION

Mayor Pro Tem Lopez moved and Council Member Davis seconded a motion to: A. Find that the proposed action is exempt from California Environmental Quality Act (CEQA) review, because retaining legal counsel in connection with bond financing transactions 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 §15378; B. Approve the Attorney Services Agreement (Transactional) Between the City of Vernon and Stradling Yocca Carlson & Rauth, a Professional Corporation, for Bond and Disclosure Counsel Services (“Agreement”), in substantially the same form as submitted herewith, for an amount not to exceed one hundred seventy thousand dollars (\$170,000), unless special services are requested; and C. Authorize the City Administrator to execute the Agreement effective November 19, 2019. The question was called and the motion carried 4-0, Council Member Menke absent.

15. Public Works

SB 2 Planning Grants Program Funds

Recommendation:

- A. Find that approval of the proposed action is exempt from California Environmental Quality Act ("CEQA") review, as it is a governmental administrative activity that will not directly result in physical changes to the environment and is therefore not a "project" as defined by CEQA Guidelines section 15378; and
- B. Adopt a Resolution approving and authorizing the submittal of an application to the Department of Housing and Community Development for, and receipt of SB 2 Planning Grants Program Funds.

Director of Public Works Wall presented the staff report.

There were no public comments.

MOTION

Council Member Davis moved and Mayor Pro Tem Lopez seconded a motion to: A. Find that approval of the proposed action is exempt from California Environmental Quality Act ("CEQA") review, as it is a governmental administrative activity that will not directly result in physical changes to the environment and is therefore not a "project" as defined by CEQA Guidelines section 15378; and B. Adopt a Resolution approving and authorizing the submittal of an application to the Department of Housing and Community Development for, and receipt of SB 2 Planning Grants Program Funds. The question was called and the motion carried 4-0, Council Member Menke absent.

ORAL REPORTS

City Administrator Fandino reported on recent Vernon Police Department activities. He announced upcoming meetings including: Vernon Community Fund Grant Committee meeting on November 20, 2019 at 10 a.m.; Vernon Housing Commission meeting on December 11, 2019 at 6 p.m.; and the City's Tree Lighting Ceremony on December 5, 2019.

RECESS

Mayor Ybarra recessed the meeting to Closed Session at 9:37 a.m.

CLOSED SESSION

16. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (2)

Government Code Section 54956.9(d)(1)

Bicent (California) Malburg LLC et al. v. City of Vernon et al.,

Los Angeles Superior Court Case No. 19STCV08859 and JAMS Reference No. 1100107175

City of Vernon v. Bicent (California) Malburg LLC

Los Angeles Superior Court Case No. 19STCP02411 and JAMS Reference No. 1220062657

17. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Designated Representative: Carlos Fandino, City Administrator

Employee Organizations:

Vernon Professional Firefighters Association, and

Vernon Fire Management Association

18. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation

Facts and Circumstances: Pursuant to Government Code Section 54956.9(e)(3), the City has received written communication threatening litigation on behalf of the Vernon Fire Management Association, which communication is made available for public inspection pursuant to Section 54957.5.

Number of potential cases: 1

RECONVENE

At 9:49 a.m., Mayor Ybarra adjourned Closed Session and reconvened the regular meeting.

City Attorney Patel reported that the Council discussed all items and took no reportable action.

ADJOURNMENT

With no further business, at 9:50 a.m., Mayor Ybarra adjourned the meeting.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

**MINUTES
VERNON CITY COUNCIL
REGULAR MEETING
TUESDAY, DECEMBER 3, 2019
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

CALL TO ORDER & FLAG SALUTE

Mayor Ybarra called the meeting to order at 9:00 a.m. and led the Flag Salute.

Members Present: Mayor Melissa Ybarra, Mayor Pro Tem Leticia Lopez, Council Members William Davis, Carol Menke, and Diana Gonzales
Members Absent: None.

CHANGES TO THE AGENDA

None.

PUBLIC COMMENT

Jack Monger, Chief Executive Officer, Industrial Environmental Association, expressed appreciation for the City's support and encouraged extension of the agreement under Item No. 10.

PRESENTATION

1. **Human Resources**
Recognition of Retired Employee – Craig Peltier, Fire Battalion Chief
Recommendation:
A. Acknowledge and present a proclamation to retired employee Craig Peltier, Fire Battalion Chief, in recognition of his dedicated service to the City of Vernon.

Interim Fire Chief Enriquez acknowledged the service of Fire Battalion Chief Pelier and indicated he was unavailable to attend the meeting.

2. **Human Resources**
Recognition of Retired Employee – Ana E. Quinones, Police Officer
Recommendation:
A. Acknowledge and present a proclamation to retiring employee Ana E. Quinones, Police Officer, in recognition of her dedicated service to the City of Vernon.

Police Chief Miranda recognized Police Officer Quinones and City Clerk Pope read the proclamation.

CONSENT CALENDAR

MOTION

Council Member Davis moved and Mayor Pro Tem Lopez seconded a motion to approve Consent Calendar Item Nos. 3 through 13. The question was called and the motion carried unanimously.

The Consent Calendar consisted of the following items:

- 3. Vernon Police Department Activity Log and Statistical Summary for the period of October 16 through October 31, 2019**
Recommendation:
A. Receive and file.
- 4. Public Works Department October 2019 Monthly Building Report**
Recommendation:
A. Receive and file.
- 5. Acceptance of Electrical Easement at 4224 District Blvd. (APN 6304-027-025)**
Recommendation:
A. Find that the acceptance of the Electrical Easement proposed in this staff report is not a “project” as that term is defined under the California Environmental Quality Act (CEQA) Guidelines Section 15378, and even if it were a project, it would be categorically exempt in accordance with CEQA Guidelines Sections 15301 (maintenance, repair or minor alteration of an existing facility and involves negligible or no expansion of an existing use) and 15061(b)(3) (general rule that CEQA only applies to projects that may have a significant effect on the environment); and
B. Accept the Electrical Easement and authorize the Mayor to execute the Certificate of Acceptance.
- 6. Second Amendment to the Memorandum of Understanding for the Purposes of the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Requirements**
Recommendation:
A. Find that approval of the proposed action is exempt from California Environmental Quality Act ("CEQA") review, because it is an administrative and governmental fiscal activity which does not involve any commitment to any specific project and that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378. Furthermore, even if the proposed action were subject to CEQA review, the action is exempt in accordance with CEQA Guidelines § 15061(b)(3), the general rule that CEQA only applies to activities that may have a significant effect on the environment, for the reason that any construction that may occur in the future relying on this approval would be- and has been- subject to CEQA review at that time;
B. Approve the Second Amendment to the Memorandum of Understanding (“MOU”) between the Los Angeles Gateway Regional Water Management Joint Powers Authority (“GWMA”) and the Cities of Bell, Bell Gardens, Commerce,

Cudahy, Huntington Park, Maywood, Vernon and the Los Angeles County Flood Control District (“FCD”), (hereinafter collectively referred to as the “Watershed Permittees”) for an extension to the term of the MOU to update and continue implementing a Watershed Management Program (“WMP”) and Coordinated Integrated Monitoring Program (“CIMP”) as required by the Regional Water Quality Control Board, Los Angeles Region (“Regional Board”), National Pollutant Discharge Elimination System (“NPDES”) Municipal Separate Storm Sewer System (“MS4”) Permit Order No. R4-2012-0175 (hereinafter referred to as the “Second Amendment to the MOU”); and

C. Authorize the City Administrator to execute the Second Amendment to the MOU with GWMA.

7. Amendment No. 1 to the Services Agreement with CH2M Hill Engineers, Inc., for Environmental Support Services

Recommendation:

A. Find that approval of the proposed action is exempt from California Environmental Quality Act (“CEQA”) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378;

B. Approve Amendment No. 1 to the Services Agreement (“Agreement”) with CH2M Hill Engineers, Inc., in substantially the same form as submitted, to amend Exhibit C of the Agreement to accurately reflect the amount and allocation of funding needed to support the City with its environmental compliance needs during the remaining phases of the contract, with no increase in the total not-to-exceed contract amount; and

C. Authorize the City Administrator to execute the Amendment No. 1 to the Agreement with CH2M Hill Engineers, Inc. with an effective date of December 3, 2019.

8. Ratify the Execution of an Agreement to Accept Ownership of 12 Vehicles from Kia Motors America, Inc. for Vehicle Extrication Training

Recommendation:

A. Find that approval of the proposed donation is exempt under the 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. Ratify execution of the Donation Acceptance Form and the Agreement, in substantially the same form as submitted, with Kia Motors America, Inc. for the donation of 12 new vehicles.

9. Approval of Amendment No. 1 to the Attorney Services Agreement (Litigation) Between the City of Vernon and Burke, Williams & Sorensen, LLP for Specialized Outside Legal Services

Recommendation:

A. Find that approval of the proposed action is exempt from California Environmental Quality Act (“CEQA”) review, because it is a continuing administrative and 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. Approve Amendment No. 1 to the Attorney Services Agreement (Litigation) with Burke, Williams & Sorensen, LLP (“Burke Williams”), in substantially the same form as submitted, to increase the total not-to-exceed amount by an additional \$150,000.00; and

C. Authorize the City Administrator to execute Amendment No. 1 to the Attorney Services Agreement (Litigation) with Burke Williams with an effective date of December 3, 2019.

10. Award of a Services Agreement to Industrial Environmental Association (IEA) to provide Environmental Compliance, Outreach, Training, and Education Services

Recommendation:

A. Find that approval of the proposed action is exempt under the California Environmental Quality Act (CEQA), because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378;

B. Approve the Services Agreement with Industrial Environmental Association (IEA), in substantially the same form as submitted, to provide environmental compliance outreach, training, and education services for a period of three years and an amount not-to-exceed \$150,000; and

C. Authorize the City Administrator to execute the proposed Services Agreement with IEA with an effective date of December 1, 2019.

11. Council Conference Attendance Report

Recommendation:

A. Find that receiving this Council Conference Attendance Report is exempt from California Environmental Quality Act ("CEQA") review, because it is an 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; and

B. Receive and file.

12. Approval of RDA Obligation Retirement Account Warrant Register No. 56 Covering the Period of November 12 through November 25, 2019

Recommendation:

A. Approve RDA Obligation Retirement Account Warrant Register No. 56 which totals \$2,702.30 and consists of the following:

1) Ratification of electronic payments totaling \$2,702.30.

13. Approval of Operating Account Warrant Register No. 35 Covering the Period of November 12 through November 25, 2019

Recommendation:

A. Approve Operating Account Warrant Register No. 35 which totals \$11,102,930.59 and consists of the following:

1) Ratification of electronic payments totaling \$10,715,256.02.

2) Ratification of the issuance of early checks totaling \$344,781.87.

3) Authorization to issue pending checks totaling \$42,892.70.

NEW BUSINESS

14. April 14, 2020 General Municipal Election

Recommendation:

A. Find that this action is exempt from the California Environmental Quality Act (CEQA) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines Section 15378;

B. Adopt a Resolution calling and giving notice of an all-mail ballot General Municipal Election to be held on Tuesday, April 14, 2020 for the election of a City Council Member as required by the provisions of the Charter of the City of Vernon and submitting a ballot measure to amend the Charter related to Mayoral rotation and a ballot measure levying a transactions and use tax to the voters at said election;

C. Determine authors of arguments and rebuttals;

D. Adopt a Resolution requesting the Board of Supervisors of the County of Los Angeles to render specified services to the City relating the conduct of the General Municipal Election to be held on Tuesday, April 14, 2020; and

E. Direct the City Clerk to transmit a copy of the measures to the city attorney for preparation of impartial analyses.

City Clerk Pope and Finance Director Williams presented the staff report.

City Administrator Fandino explained the Mayor and Mayor Pro Tem rotation if the Charter Amendment passed.

MOTION

Council Member Menke moved and Council Member Davis seconded a motion to: A. Find that this action is exempt from the California Environmental Quality Act (CEQA) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines Section 15378; B. Adopt a Resolution calling and giving notice of an all-mail ballot General Municipal Election to be held on Tuesday, April 14, 2020 for the election of a City Council Member as required by the provisions of the Charter of the City of Vernon and submitting a ballot measure to amend the Charter related to Mayoral rotation and a ballot measure levying a transactions and use tax to the voters at said election; C. Authorize the Mayor to author the arguments and rebuttals; D. Adopt a Resolution requesting the Board of Supervisors of the County of Los Angeles to render specified services to the City relating the conduct of the General Municipal Election to be held on Tuesday, April 14, 2020; and E. Direct the City Clerk to transmit a copy of the measures to the city attorney for preparation of impartial analyses. The question was called and the motion carried unanimously.

15. Resolution Appointing Tilahun (Abraham) Alemu to Serve as General Manager of Public Utilities and Approving and Authorizing the Execution of a Related At-Will Employment Agreement

Recommendation:

- A. Find that approval of the proposed actions are exempt from California Environmental Quality Act (CEQA) review, because they are administrative activities 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. Adopt a resolution appointing Tilahun Alemu to Serve as General Manager of Public Utilities for the City of Vernon effective December 3, 2019, and approving and authorizing the execution of a related at-will employment agreement.

Human Resources Director Earl presented the staff report.

MOTION

Council Member Davis moved and Mayor Pro Tem Lopez seconded a motion to: A. Find that approval of the proposed actions are exempt from California Environmental Quality Act (CEQA); and B. Adopt a resolution appointing Tilahun Alemu to Serve as General Manager of Public Utilities for the City of Vernon effective December 3, 2019, and approving and authorizing the execution of a related at-will employment agreement. The question was called and the motion carried unanimously.

General Manager of Public Utilities Alemu thanked the Council and expressed his gratitude for the opportunity.

16. Access and License Agreement with the Water Replenishment District of Southern California

Recommendation:

- A. Find that approval of the proposed action 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 § 15378. Furthermore, even if the proposed action were subject to CEQA review, the action is exempt in accordance with CEQA Guidelines § 15061(b)(3), the general rule that CEQA only applies to activities that may have a significant effect on the environment, for the reason that any construction that may occur in the future relying on this approval would be- and has been- subject to CEQA review at that time and the Department of Toxic Substances Control (DTSC) would be- and has been- the lead agency;
- B. Approve an Access and License Agreement with the Water Replenishment District of Southern California, in substantially the same form as submitted, in the amount of twenty-seven thousand dollars (\$27,000) per year and adjusted annually based upon increases in the Consumer Price Index; and
- C. Authorize the City Administrator to execute the Access and License Agreement for an initial term of twenty years, with an option to extend the term for four additional five-year terms.

Public Utilities General Manager Alemu presented the staff report.

In response to Mayor Ybarra, Public Utilities General Manager Alemu explained that clean-up determined the cost of \$27,000.

MOTION

Council Member Menke moved and Council Member Davis seconded a motion to: A. Find that approval of the proposed action 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 § 15378. Furthermore, even if the proposed action were subject to CEQA review, the action is exempt in accordance with CEQA Guidelines § 15061(b)(3), the general rule that CEQA only applies to activities that may have a significant effect on the environment, for the reason that any construction that may occur in the future relying on this approval would be- and has been- subject to CEQA review at that time and the Department of Toxic Substances Control (DTSC) would be- and has been- the lead agency; B. Approve an Access and License Agreement with the Water Replenishment District of Southern California, in substantially the same form as submitted, in the amount of twenty-seven thousand dollars (\$27,000) per year and adjusted annually based upon increases in the Consumer Price Index; and C. Authorize the City Administrator to execute the Access and License Agreement for an initial term of twenty years, with an option to extend the term for four additional five-year terms. The question was called and the motion carried unanimously.

ORAL REPORTS

City Administrator Fandino provided an update on recent Vernon Police and Fire Department activities. He announced upcoming events including: Spark of Love Toy Drive through December 24; City Hall Tree Lighting on December 5; Employee Recognition Event on December 12; Huntington Park Parade on December 14; Operation Santa on December 19; and delivery of a Christmas tree to the Elementary School on December 3, 2019. He discussed the Vernon Power Plant lube oil spill and indicated no oil entered the storm drain. He played the Spooktacular Video for the Council.

RECESS

Mayor Ybarra recessed the meeting to Closed Session at 9:50 a.m.

CLOSED SESSION

17. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (2)

Government Code Section 54956.9(d)(1)

Bicent (California) Malburg LLC et al. v. City of Vernon et al.,

Los Angeles Superior Court Case No. 19STCV08859 and JAMS Reference No. 1100107175

City of Vernon v. Bicent (California) Malburg LLC

Los Angeles Superior Court Case No. 19STCP02411 and JAMS Reference No. 1220062657

City of Vernon v. Dennis Roberts, et al.,

Los Angeles Superior Court Case No. 19NWUD02332

Torres et al. v. City of Vernon et al.,

Court of Appeal Case No. B288558; Los Angeles Superior Court Case No. BC620265

18. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Designated Representative: Carlos Fandino, City Administrator

Employee Organizations: Vernon Professional Firefighters Association, and Vernon Fire Management Association

19. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation

Government Code Section 54956.9(d)(2)

Number of potential cases: 2

Facts and Circumstances: Pursuant to Government Code Section 54956.9(e)(3), the City has received notice that the Vernon Professional Firefighters Association has filed an Unfair Practice Charge related to the City's decision to contract with the Los Angeles County Fire Protection District for fire protection and related coverage services during the transition period; the City has not yet received confirmation of this filing from the Public Employment Relations Board.

Facts and Circumstances: Pursuant to Government Code Section 54956.9(e)(3), the City has received written communication threatening litigation on behalf of the Vernon Fire Management Association, which communication is made available for public inspection pursuant to Section 54957.5.

RECONVENE

At 10:12 a.m., Mayor Ybarra adjourned Closed Session and reconvened the regular meeting.

City Attorney Patel reported that the Council discussed all items and took no reportable action.

ADJOURNMENT

With no further business, at 10:13 a.m., Mayor Ybarra adjourned the meeting.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

City Council Agenda Item Report

Agenda Item No. COV-3-2020

Submitted by: John Lau

Submitting Department: Finance/ Treasury

Meeting Date: January 7, 2020

SUBJECT

Operating Account Warrant Register No. 36 Covering the Period of November 26 through December 7, 2019

Recommendation:

Approve Operating Account Warrant Register No. 36 which totals \$4,046,713.67 and consists of the following:

- 1) Ratification of electronic payments totaling \$3,780,730.73; and
- 2) Ratification of the issuance of early checks totaling \$265,982.94.

Background:

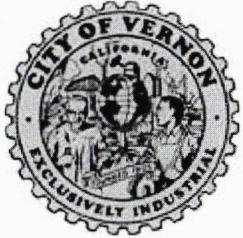
Section 2.13 of the Vernon Municipal Code indicates the City Treasurer, or an authorized designee, shall prepare warrants covering claims or demands against the City which are to be presented to City Council for its audit and approval. Pursuant to the aforementioned code section, the City Treasurer has prepared Operating Account Warrant Register No. 36 covering claims and demands presented during the period of November 26 through December 7, 2019, drawn, or to be drawn, from East West Bank for City Council approval.

Fiscal Impact:

None.

ATTACHMENTS

- [1. Operating Account Warrant Register No. 36](#)



CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020

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.

Scott Williams

Scott Williams

Director of Finance / City Treasurer

Date: 12/10/2019

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
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005831 - ARKADIN, INC	011.9019.560010	\$ 10.48	Conferencing Charges	USINV191069149		11/26/2019	9072	\$ 10.48
005506 - BEST BEST & KRIEGER, LLP	011.1024.593200	\$ 1,232.00	Re: Telecommunications	862927		11/26/2019	9073	\$ 1,232.00
000447 - CDW GOVERNMENT, INC	011.9019.590110	\$ 8,019.00	PFPT ESSENTIALS ADV SAAS 1Y ~	VKH8645	011.0014109			
	011.9019.590110	\$ 0.02	PROOFPOINT ESSENTIALS SUPPORT 1Y 1	VKH8645	011.0014109	11/26/2019	9074	\$ 8,019.02
003053 - LEVEL 3 COMMUNICATIONS, LLC	057.1057.500173	\$ 4,681.27	Upstream Internet Access Services	86174827		11/26/2019	9075	\$ 4,681.27
002426 - CH2M HILL ENGINEERS, INC	055.9000.596200	\$ 21,302.85	Env Support Services	697275CH014		11/26/2019	9076	\$ 21,302.85
005460 - ETC DEPOT	011.9019.520010	\$ 165.00	DVR-XVR501H-08-S2 ~	910226	011.0014037			
	011.9019.520010	\$ 18.47	Freight	910226	011.0014037			
	011.9019.520010	\$ 15.68	Sales Tax 9.5%	910226		11/26/2019	9077	\$ 199.15
004500 - ICE US OTC COMMODITY MARKETS,	055.9200.596200	\$ 1,250.00	OTC Commission Adjustment	1019001688006		11/26/2019	9078	\$ 1,250.00
006445 - INNOVYZE, INC	011.9019.590110	\$ 1,575.00	InfoWater Floating (1,000 Links) -	190967363	011.0014137	11/26/2019	9079	\$ 1,575.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000016 - MOTOROLA SOLUTIONS, INC	011.4031.850000	\$ 8,040.00	L37TSS9PW1AN: All Band Consolette	16071516	011.0014056			
	011.4031.850000	\$ 475.00	G843AH~	16071516	011.0014056			
	011.4031.850000	\$ 330.00	W969BG~	16071516	011.0014056			
	011.4031.850000	\$ 789.00	L999AB~	16071516	011.0014056			
	011.4031.850000	\$ 515.00	G806BL~	16071516	011.0014056			
	011.4031.850000	\$ 1,500.00	G51AT~	16071516	011.0014056			
	011.4031.850000	\$ 300.00	G361AH~	16071516	011.0014056			
	011.4031.850000	\$ 450.00	GA00580AA~	16071516	011.0014056			
	011.4031.850000	\$ 336.00	G78AR~	16071516	011.0014056			
	011.4031.850000	\$ 1,177.92	Sales Tax 9.5%	16071516				
						11/26/2019	9080	\$ 13,912.92
005658 - POWER SETTLEMENTS CONSULTING &	055.9200.596200	\$ 6,250.00	Software Services Fee 12/19	VERN49				
						11/26/2019	9081	\$ 6,250.00
001581 - THE GAS COMPANY	055.9200.500160	\$ 52,850.00	Natural Gas 10/19	201910GS027				
						11/26/2019	9082	\$ 52,850.00
000059 - SO CAL EDISON	055.9200.500170	\$ 62,480.00	Victorville Lugo Vernon 11/19	7501076642				
	055.9200.500170	\$ 24,669.00	Laguna Bell 11/19	7501076643				
	055.9200.500170	\$ 147,680.00	Mead - Laguna Bell 11/19	7501076644				
						11/26/2019	9083	\$ 234,829.00
002051 - EFRAIN SANDOVAL	055.9200.596500	\$ 19.02	SCPPA Risk Management Training	110719				
						11/26/2019	9084	\$ 19.02

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003055 - JOAQUIN LEON	011.1004.596700	\$ 56.84	2019 CA Rates 101 Workshop	111819		11/26/2019	9085	\$ 56.84
006651 - BAKERSFIELD WELL & PUMP CO	020.1084.900000	\$ 509,770.00	Well #22 Construction Project~	111219		11/26/2019	9086	\$ 509,770.00
001441 - MORGAN, LEWIS & BOCKIUS, LLP	055.9000.595200	\$ 158,610.18	Re: Bicent PPA Outage	4297534		11/27/2019	9087	\$ 158,610.18
001806 - RAQUEL FRANCO	011.1070.550000	\$ 201.15	Reimb. Community Outreach Event~	111319		11/27/2019	9088	\$ 201.15
006229 - SYLVIE DE LA RIVA GONZALEZ	011.1070.550000	\$ 162.39	Reimb. Community Outreach Event~	110619		11/27/2019	9089	\$ 162.39
006115 - JOHN LAU	011.1070.550000	\$ 88.81	Reimb. Community Outreach Event~	110719		11/27/2019	9090	\$ 88.81
000905 - MARISELA MARTINEZ	011.1070.550000	\$ 144.43	Reimb. Community Outreach Event~	110619		11/27/2019	9091	\$ 144.43
003578 - ANGELA MELGAR	011.1070.550000	\$ 76.32	Reimb. Community Outreach Event~	110719		11/27/2019	9092	\$ 76.32
003599 - JAVIER VALDEZ	011.1070.550000	\$ 45.50	Reimb. Community Outreach Event~	110719		11/27/2019	9093	\$ 45.50

CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006609 - BPP PAC IND REIT PROP OWNER	011.1040.400900	\$ 1,486.28	Ref. 1st&2nd Parcel #631027044~	060319		11/26/2019	9094	\$ 1,486.28

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500150	\$ 163,151.28	Initial Charges 11/19	201911263143877				
				369				
	055.9200.500170	\$ 2,905.89	Initial Charges 11/19	201911263143877				
				369				
	055.9200.500190	\$ 5,130.10	Initial Charges 11/19	201911263143877				
				369				
	055.9200.500210	\$ 15,650.04	Initial Charges 11/19	201911263143877				
				369				
	055.9200.500151	\$ -0.83	Initial Charges 11/19	201911263143877				
				369				
	055.9200.500151	\$ 0.03	Recalculation Charges 11/19	201911263143877				
				369				
	055.9200.500170	\$ 3,128.97	Recalculation Charges 11/19	201911263143877				
				369				
	055.9200.500190	\$ 2,109.44	Recalculation Charges 11/19	201911263143877				
				369				
	055.9200.500210	\$ 68.83	Recalculation Charges 11/19	201911263143877				
				369				
	055.9200.500150	\$ -4,369.30	Recalculation Charges 11/19	201911263143877				
				369				
	055.9200.500190	\$ 60.86	Recalculation Charges 02/17	201911263143877				
				369				
	055.9200.500150	\$ -1,230.02	Recalculation Charges 02/17	201911263143877				
				369				
						12/03/2019	9095	\$ 186,605.29

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002808 - DEUTSCHE BANK TRUST CO.	055.9200.500163	\$ 858,800.00	WCI Auction	112619				
	056.5610.596710	\$ 510,000.00	WCI Auction	112619				
						12/03/2019	9096	\$ 1,368,800.00
001490 - ALL CITY MANAGEMENT SERVICES	011.1031.594200	\$ 1,945.68	School Crossing Guard Services	64479				
						12/03/2019	9097	\$ 1,945.68
006595 - COVELLO'S PACIFIC AIRCARE, INC	011.1049.900000	\$ 3,848.75	Retention Payment	150327130				
						12/03/2019	9098	\$ 3,848.75
001581 - THE GAS COMPANY	055.9200.550022	\$ 166,595.48	Period: 10/19	111419				
						12/03/2019	9099	\$ 166,595.48

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1002.596500	\$ 163.90	Meals / Meeting	092319				
	011.1021.550000	\$ 1,654.91	Community Outreach Event	092319				
	011.1021.550000	\$ 705.33	Community Outreach Event	092319				
	011.1023.550000	\$ 546.72	Meals / Business Outreach Event	092319				
	011.1002.520000	\$ 47.96	Supplies	092319				
	011.1033.520000	\$ 238.20	Supplies	092319(10)				
	011.1033.596550	\$ 122.70	EMT Recertification / D. Reynolds	092319(10)				
	011.1002.570000	\$ 193.61	Car Rental	092319(11)				
	011.1033.520000	\$ 200.09	Supplies	092319(12)				
	011.1033.520000	\$ 398.74	Uniforms	092319(12)				
	011.1033.540000	\$ 583.32	Uniforms	092319(12)				
	011.1043.520000	\$ 309.00	Supplies	092319(13)				
	011.1040.520000	\$ 35.95	Supplies	092319(13)				
	011.1041.596700	\$ 1,170.00	Training	092319(13)				
	011.1043.596700	\$ 360.00	Registration / B. Araujo	092319(13)				
	011.1043.596600	\$ -28.91	Credit	092319(14)				
	011.1040.520000	\$ 82.04	Meals for Arbor Day Volunteers	092319(14)				
	011.1023.596600	\$ 93.46	LA Times Subscription	092319(15)				
	055.8400.590000	\$ 201.66	Battery Backup	092319(16)				
	011.1049.520000	\$ 33.04	Supplies	092319(17)				
	011.1043.520000	\$ 160.00	Seminar Registration	092319(18)				
	011.1060.596500	\$ 84.99	Reservation Charge Fee	092319(19)				
	011.1060.596700	\$ 85.00	ICC Exam Fee	092319(19)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	056.5600.596700	\$ 62.01	Meals / Meeting	092319(2)				
	056.5600.596600	\$ 140.05	Public Awareness Stickers	092319(2)				
	056.5600.596500	\$ 6.00	Vehicle Expense	092319(2)				
	056.5600.596500	\$ 427.50	Hotels / J. Fraga	092319(2)				
	056.5600.596500	\$ 236.65	Hotels	092319(2)				
	056.5600.596500	\$ 40.00	Travel Expense	092319(2)				
	056.5600.520000	\$ 19.84	Moisture Meter	092319(2)				
	011.1024.520000	\$ 43.53	Supplies	092319(20)				
	011.9019.590110	\$ 14.99	Adobe Subscription	092319(20)				
	011.1024.596600	\$ 14.95	Audible Subscription	092319(20)				
	011.1004.596700	\$ 67.00	Subscription	092319(21)				
	011.1049.520000	\$ 3,741.08	Supplies	092319(22)				
	020.1084.520000	\$ 37.50	Supplies	092319(22)				
	055.9000.520000	\$ 26.18	Supplies	092319(23)				
	055.9000.596500	\$ 1,058.45	Hotels	092319(23)				
	055.9000.596500	\$ 342.96	Airline	092319(23)				
	055.9200.596700	\$ 1,288.47	Employee Development & Training	092319(23)				
	055.9000.596600	\$ 84.96	Books & Publications	092319(23)				
	011.1026.596900	\$ 220.33	Halloween Prize / Police	092319(24)				
	011.1026.596905	\$ 196.95	Meals / Interview Panel	092319(24)				
	011.2031.520000	\$ 250.37	Supplies	092319(25)				
	011.1031.520050	\$ 100.00	Meals / DUI Checkpoint	092319(25)				
	011.1043.520000	\$ 2,550.89	Supplies	092319(26)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1049.520000	\$ 85.19	Supplies	092319(26)				
	011.1049.520000	\$ 1,310.40	Bottled Water	092319(26)				
	011.1049.520000	\$ 181.50	Supplies	092319(27)				
	011.1031.596700	\$ 198.00	Registration Fee	092319(28)				
	011.1049.520000	\$ 393.53	Supplies	092319(29)				
	011.1049.520000	\$ 734.67	Dishwasher	092319(29)				
	011.1031.520000	\$ 590.52	Supplies	092319(3)				
	011.1031.520000	\$ 301.64	Supplies	092319(3)				
	011.5031.560000	\$ 56.55	Cable Subscription	092319(3)				
	011.1049.520000	\$ 592.44	Bottled Water	092319(30)				
	011.1048.520000	\$ 39.40	Supplies	092319(31)				
	055.9000.596700	\$ 4,914.00	Employee Development & Training / Staff	092319(32)				
	055.9000.596700	\$ 245.73	Meals / Meeting	092319(33)				
	020.1084.590000	\$ 113.33	Repairs & Maintenance	092319(33)				
	055.8000.596700	\$ 200.00	EUSERC Annual Membership	092319(33)				
	011.9019.520010	\$ 0.99	VOIP App	092319(4)				
	011.9019.520010	\$ 738.96	Google Collaboration Tool for VPU	092319(4)				
	011.9019.590110	\$ 14.22	Prime Membership Fee	092319(4)				
	011.9019.520010	\$ 194.17	IT Supplies	092319(4)				
	011.9019.520010	\$ 319.92	IT Supplies	092319(4)				
	011.9019.590110	\$ 120.00	Microsoft OneDrive	092319(4)				
	011.9019.590110	\$ 30.00	Microsoft SharePoint	092319(4)				
	011.9019.596700	\$ 300.00	Employee Development & Training / M.	092319(4)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.9019.590110	\$ 36.00	GoToMeeting Subscription	092319(4)				
	011.1031.520000	\$ 80.78	Supplies	092319(5)				
	011.1031.520000	\$ 268.00	Supplies	092319(5)				
	011.1031.540000	\$ 303.16	Uniforms	092319(5)				
	011.1031.596700	\$ 2,161.88	Training / Staff	092319(5)				
	011.1031.596700	\$ 325.00	Training / J. Chavez	092319(5)				
	011.1031.596700	\$ 240.00	Training / G. Martinez	092319(5)				
	011.1031.520000	\$ 246.00	Vehicle GPS Tracker	092319(5)				
	011.1031.596500	\$ 793.38	Hotels / I. Estrada	092319(5)				
	011.1031.596700	\$ 631.66	Training / L. Gaytan	092319(5)				
	011.1031.596500	\$ 267.64	Hotels / A. Miranda	092319(5)				
	011.1031.596700	\$ 495.00	Training / D. Santos	092319(5)				
	055.8000.596700	\$ 450.00	Training / Staff	092319(6)				
	055.8100.596700	\$ 450.00	Training / Staff	092319(6)				
	055.9100.596700	\$ 450.00	Training / Staff	092319(6)				
	055.8100.520000	\$ 44.97	Board at Power Plant	092319(6)				
	055.8000.596500	\$ 162.60	Airline / Staff	092319(6)				
	055.8100.596500	\$ 162.60	Airline / Staff	092319(6)				
	055.9100.596500	\$ 162.60	Airline / Staff	092319(6)				
	055.9000.596500	\$ 206.65	Hotels	092319(7)				
	055.9000.596500	\$ 30.14	Travel Expense	092319(7)				
	055.7100.520000	\$ 148.13	Supplies	092319(8)				
	055.9000.596550	\$ 149.32	Cable Subscription	092319(8)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1031.596500	\$ 444.60	Airline	092319(9)		12/03/2019	9100	\$ 38,797.64
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9000.596200	\$ 2,222.22	Resolution Billing	1119				
	055.9000.596700	\$ 3,174.03	Resolution Billing	1119				
	055.7200.596702	\$ 9,889.65	Resolution Billing	1119		12/03/2019	9101	\$ 15,285.90
004594 - DION & SONS, INC	011.1033.570000	\$ 2,287.63	Unleaded Fuel~	740184	011.0014128			
	011.1033.570000	\$ 0.79	FET Exempt	740184	011.0014128			
	011.1033.570000	\$ 1.53	Fed Oil Spill Recovery	740184	011.0014128			
	011.1033.570000	\$ 0.63	CA Lead Poisoning	740184	011.0014128			
	011.1033.570000	\$ 2.77	AB32	740184	011.0014128			
	011.1033.570000	\$ 329.51	State Excise Tax	740184	011.0014128			
	011.1033.570000	\$ 7.50	Environmental Compliance Fee	740184	011.0014128			
	011.1033.570000	\$ 9.95	Fuel Surcharge	740184	011.0014128			
	011.1033.570000	\$ 3.43	LAB Tax .13%	740184	011.0014128			
	011.1033.570000	\$ 120.01	Fuel Sales Tax 4.50%	740184		12/05/2019	9102	\$ 2,763.75
000529 - EPIC LAND SOLUTIONS, INC	011.1004.595200	\$ 12,119.21	Infrastructure Valuation Services	111919074				
	011.1004.595200	\$ 13,908.50	Infrastructure Valuation Services	9190681		12/05/2019	9103	\$ 26,027.71

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
004438 - FLEMING ENVIRONMENTAL, INC	011.1049.590000	\$ 522.30	Service Call	15534		12/05/2019	9104	\$ 522.30
000399 - GARVEY EQUIPMENT COMPANY	055.9000.900000	\$ 21,942.00	7000 Watt Generators (6)~	123728	055.0002766			
	055.9000.900000	\$ 2,084.49	Sales Tax 9.5%	123728		12/05/2019	9105	\$ 24,026.49
000209 - MERRIMAC ENERGY GROUP	011.120030	\$ 8,668.46	Unleaded Fuel	2194184	011.0014144			
	011.120030	\$ 13.88	Ca Enviro / Federal Oil Spill Tax	2194184	011.0014144			
	011.120030	\$ 5.91	Ca. Childhood Lead Fee	2194184	011.0014144			
	011.120030	\$ 15.30	AB32 Fee	2194184	011.0014144			
	011.120030	\$ 1,864.57	State Gasoline Tax	2194184	011.0014144			
	011.120030	\$ 3.94	Lust Fee	2194184	011.0014144			
	011.120030	\$ 475.72	Fuel Sales Tax 4.50%	2194184				
	011.120030	\$ 7,337.66	Diesel Fuel	2194185	011.0014144			
	011.120030	\$ 6.39	Ca Enviro / Federal Oil Spill Tax	2194185	011.0014144			
	011.120030	\$ 13.76	AB32 Fee	2194185	011.0014144			
	011.120030	\$ 1,074.24	State Diesel Tax	2194185	011.0014144			
	011.120030	\$ 2.98	Lust Fee	2194185	011.0014144			
	011.120030	\$ 1,122.52	Clear Diesel Sales Tax	2194185		12/05/2019	9106	\$ 20,605.33

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006236 - SUEZ WTS SERVICES USA, INC	011.1033.590000	\$ 123.10	Water Purification Services	900023718				
	011.1033.590000	\$ 123.10	Water Purification Services	900067652				
	011.1033.590000	\$ 264.44	Water Purification Services	900106209				
	011.1033.590000	\$ 119.36	Water Purification Services	900106211				
	011.1033.590000	\$ 104.48	Water Purification Services	900115082				
	011.1033.590000	\$ 95.17	Water Purification Services	900115295				
	011.1033.590000	\$ 221.09	Water Purification Services	99645212				
	011.1033.590000	\$ 90.28	Water Purification Services	99666592				
	011.1033.590000	\$ 90.28	Water Purification Services	99705917				
	011.1033.590000	\$ 90.28	Water Purification Services	99792590				
	011.1033.590000	\$ 95.17	Water Purification Services	99885387				
	011.1033.590000	\$ 95.17	Water Purification Services	99931737				
						12/05/2019	9107	\$ 1,511.92
001658 - WATER REPLENISHMENT DISTRICT	020.1084.500110	\$ 156,672.60	Groundwater Production & Assessment	111419				
						12/05/2019	9108	\$ 156,672.60
001072 - ANA RUEDA	011.1026.596900	\$ 14.34	Reimb. Supplies for EE Holiday Event	112519				
						12/05/2019	9109	\$ 14.34
001581 - THE GAS COMPANY	011.1048.560000	\$ 29.98	Period: 10/19	110819				
	011.1033.560000	\$ 13.31	Period: 10/19	110819(2)				
						12/03/2019	9110	\$ 43.29

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000714 - CALPERS	011.1046.502020	\$ 5,182.43	Monthly Expense of UAL~	100000015848753				
	011.1001.502020	\$ 1,259.95	Monthly Expense of UAL~	100000015848753				
	011.1002.502020	\$ 8,106.46	Monthly Expense of UAL~	100000015848753				
	011.1003.502020	\$ 5,111.11	Monthly Expense of UAL~	100000015848753				
	011.1004.502020	\$ 18,542.63	Monthly Expense of UAL~	100000015848753				
	011.1024.502020	\$ 11,054.26	Monthly Expense of UAL~	100000015848753				
	011.1026.502020	\$ 8,534.36	Monthly Expense of UAL~	100000015848753				
	011.1031.502020	\$ 14,572.60	Monthly Expense of UAL~	100000015848753				
	011.1033.502020	\$ 3,993.80	Monthly Expense of UAL~	100000015848753				
	011.1040.502020	\$ 6,180.88	Monthly Expense of UAL~	100000015848753				
	011.1041.502020	\$ 2,210.85	Monthly Expense of UAL~	100000015848753				
	011.1043.502020	\$ 25,912.13	Monthly Expense of UAL~	100000015848753				
	011.1047.502020	\$ 2,139.53	Monthly Expense of UAL~	100000015848753				
	011.1048.502020	\$ 2,472.35	Monthly Expense of UAL~	100000015848753				
	011.1049.502020	\$ 5,134.88	Monthly Expense of UAL~	100000015848753				
	057.1057.502020	\$ 927.13	Monthly Expense of UAL~	100000015848753				
	011.1060.502020	\$ 7,369.51	Monthly Expense of UAL~	100000015848753				
	020.1084.502020	\$ 19,945.21	Monthly Expense of UAL~	100000015848753				
	056.5600.502020	\$ 7,393.28	Monthly Expense of UAL~	100000015848753				
	055.7100.502020	\$ 3,494.57	Monthly Expense of UAL~	100000015848753				
	055.7200.502020	\$ 523.00	Monthly Expense of UAL~	100000015848753				
	055.8000.502020	\$ 7,916.28	Monthly Expense of UAL~	100000015848753				
	055.8100.502020	\$ 21,181.39	Monthly Expense of UAL~	100000015848753				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000714 - CALPERS	055.9000.502020	\$ 14,192.23	Monthly Expense of UAL~	100000015848753				
	011.9019.502020	\$ 7,131.78	Monthly Expense of UAL~	100000015848753				
	055.9100.502020	\$ 14,073.38	Monthly Expense of UAL~	100000015848753				
	055.9200.502020	\$ 13,170.02	Monthly Expense of UAL~	100000015848753				
	011.1031.502020	\$ 162,743.33	Monthly Expense of UAL~	100000015848764				
	011.1033.502020	\$ 278,534.67	Monthly Expense of UAL~	100000015848764				
						11/26/2019	9111	\$ 679,004.00
001552 - HOME DEPOT CREDIT SERVICES	055.8400.590000	\$ 575.89	Small Tools & Plumbing Hardware~	093019_MULTIPLE(055.0002748			
	055.8400.590000	\$ 348.23	Small Tools & Plumbing Hardware~	102419_MULTIPLE	055.0002748			
	056.5600.520000	\$ 284.71	Building Supplies ~	102919_MULTIPLE	056.0000574			
	056.5600.520000	\$ 6.52	Building Supplies~	360135	056.0000574			
						12/03/2019	9112	\$ 1,215.35
000059 - SO CAL EDISON	011.1043.560000	\$ 79.25	Period: 11/19	111519				
						12/03/2019	9113	\$ 79.25
001581 - THE GAS COMPANY	011.1033.560000	\$ 88.52	Period: 10/19	110819(3)				
	011.1033.560000	\$ 40.73	Period: 10/19	110819(4)				
	011.1049.560000	\$ 655.24	Period: 10/19	111219				
	011.1043.560000	\$ 327.62	Period: 10/19	111219				
	020.1084.560000	\$ 327.62	Period: 10/19	111219				
	011.1049.560000	\$ 809.60	Period: 10/19	111219(2)				
						12/03/2019	9114	\$ 2,249.33

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001617 - UPS	011.1041.520000	\$ 64.63	Period: 11/19	933312459				
	011.1033.520000	\$ 16.00	Period: 11/19	933312459				
	011.1033.520000	\$ 43.08	Period: 11/19	933312469				
	011.1041.520000	\$ 36.97	Period: 11/19	933312469				
	011.1048.520000	\$ 13.48	Period: 11/19	933312469				
						12/04/2019	9115	\$ 174.16
003561 - KERN COUNTY TAX COLLECTOR	055.9000.530015	\$ 39,191.27	2019-2020 Sec. Prop Tax Bill	100319				
	011.1004.592010	\$ 27.00	NSF Fee	100319				
						12/05/2019	9116	\$ 39,218.27
003143 - AFLAC	011.210223	\$ 7,798.50	AFLAC (Pre-Tax): Payment	929754				
	020.210223	\$ 1,250.54	AFLAC (Pre-Tax): Payment	929754				
	055.210223	\$ 1,470.78	AFLAC (Pre-Tax): Payment	929754				
	056.210223	\$ 92.78	AFLAC (Pre-Tax): Payment	929754				
	057.210223	\$ 6.06	AFLAC (Pre-Tax): Payment	929754				
	011.210223	\$ 1,125.60	AFLAC (Post Tax): Payment	929754				
	055.210223	\$ 167.96	AFLAC (Post Tax): Payment	929754				
	056.210223	\$ 144.72	AFLAC (Post Tax): Payment	929754				
	055.210223	\$ 140.79	EE0130 Unpaid Leave	929754				
	011.210223	\$ -162.24	EE1074 Separated 11/07/19	929754				
	011.1004.530034	\$ 0.33	Rounding Adjustment	929754				
							12/03/2019	9117

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000534 - MUTUAL OF OMAHA	011.210223	\$ 3,490.02	Long-Term Disability Insurance: Payment	001016443305				
	020.210223	\$ 522.85	Long-Term Disability Insurance: Payment	001016443305				
	055.210223	\$ 1,264.72	Long-Term Disability Insurance: Payment	001016443305				
	056.210223	\$ 391.16	Long-Term Disability Insurance: Payment	001016443305				
	057.210223	\$ 2.61	Long-Term Disability Insurance: Payment	001016443305				
	011.210223	\$ 2,856.45	Voluntary Life Insurance: Payment	001016443305				
	020.210223	\$ 295.15	Voluntary Life Insurance: Payment	001016443305				
	055.210223	\$ 659.78	Voluntary Life Insurance: Payment	001016443305				
	056.210223	\$ 144.15	Voluntary Life Insurance: Payment	001016443305				
	057.210223	\$ 0.37	Voluntary Life Insurance: Payment	001016443305				
	055.210223	\$ 1.85	EE0130 On Unpaid Leave	001016443305				
	020.210223	\$ 0.50	EE0389	001016443305				
	011.210223	\$ 0.25	EE0056	001016443305				
	011.210223	\$ -0.50	EE0175	001016443305				
	055.210223	\$ 1.85	EE1068 On Unpaid Leave	001016443305				
	011.210223	\$ 0.56	EE1131	001016443305				
	055.210223	\$ 30.00	EE0130 (VTL) On Unpaid Leave	001016443305				
	055.210223	\$ 19.60	EE0130 (LTD) On Unpaid Leave	001016443305				
	011.210223	\$ -3.68	EE1134 (LTD)	001016443305				
						12/03/2019	9118 \$	9,677.69

CITY OF VERNON
 OPERATING ACCOUNT
 WARRANT REGISTER NO. 36
 JANUARY 7, 2020

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003142 - COLONIAL LIFE	011.210223	\$ 3,258.86	Colonial Supp Ins (Pre-Tax): Payment	77136471001876				
	020.210223	\$ 319.00	Colonial Supp Ins (Pre-Tax): Payment	77136471001876				
	055.210223	\$ 1,334.12	Colonial Supp Ins (Pre-Tax): Payment	77136471001876				
	056.210223	\$ 807.88	Colonial Supp Ins (Pre-Tax): Payment	77136471001876				
	011.210223	\$ 230.06	Colonial (Post Tax): Payment	77136471001876				
	020.210223	\$ 287.84	EE0359 Separated 10/01/19, needs to be	77136471001876				
	011.1004.530034	\$ 0.02	Rounding Adjustment	77136471001876				
						12/06/2019	9119	\$ 6,237.78
TOTAL ELECTRONIC								\$ 3,780,730.73

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000005 - A THRONE CO, INC	020.1084.596200	\$ 84.95	Portable Restrooms	609041		11/26/2019	604464	\$ 84.95
001948 - AT&T	011.9019.560010	\$ 21.22	Period: 09/06/19 - 10/05/19	13713832				
	011.9019.560010	\$ 2,629.31	Period: 09/10/19 - 10/09/19	13727067				
	011.9019.560010	\$ 19.56	Period: 09/10/19 - 10/09/19	13727068				
	011.9019.560010	\$ 2,054.27	Period: 09/10/19 - 10/09/19	13727070				
	011.9019.560010	\$ 1,024.41	Period: 09/10/19 - 10/09/19	13727071				
	011.9019.560010	\$ 1,043.55	Period: 09/10/19 - 10/09/19	13727503				
	011.9019.560010	\$ 19.56	Period: 09/15/19 - 10/14/19	13769165		11/26/2019	604465	\$ 6,811.88
006688 - BEST BUY AUTO EQUIPMENT	011.1046.520000	\$ 8,768.51	70x-3 coats tire machine	SO204600	011.0014133			
	011.1046.520000	\$ 833.01	Sales Tax 9.5%	SO204600		11/26/2019	604466	\$ 9,601.52
006518 - CARAHSOFT TECHNOLOGY CORPORATI	011.9019.590110	\$ 6,729.86	607-PEA-GR-246A Peak Agenda Management	IN684947	011.0014042			
	011.9019.590110	\$ 7,137.74	607-MES-GR-246MP~	IN684947	011.0014042			
	011.9019.590110	\$ 1,359.57	607-GEA-GR-246B~	IN684947	011.0014042	11/26/2019	604467	\$ 15,227.17
001401 - CENTRAL BASIN MWD	020.1084.500130	\$ 36,479.90	Potable Water Breakdown	VEROCT19		11/26/2019	604468	\$ 36,479.90

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001139 - JERRY CHAVEZ JR	011.1031.596500	\$ 216.16	Sherman Block SLI Class 446-2	111919				
	011.1031.596500	\$ 30.00	Sherman Block SLI Class 446	111919(2)				
						11/26/2019	604469	\$ 246.16
001229 - CITY OF LOS ANGELES TREASURER	011.1043.590000	\$ 1,840.13	Traffic Signal Maintenance 10/01/19 -	94MA200000029				
						11/26/2019	604470	\$ 1,840.13
001444 - COUNTY OF LOS ANGELES	011.1043.590000	\$ 765.97	Labor & Equipment Charges	REPW1910070152 1				
						11/26/2019	604471	\$ 765.97
000038 - JEREMY CROSS	011.1031.596500	\$ 8.00	Arrest & Control / Tactical	111119				
	011.1031.596700	\$ 13.62	Arrest & Control / Tactical	111119				
						11/26/2019	604472	\$ 21.62
001336 - CURRENT WHOLESALE ELECTRIC SUP	020.1084.900000	\$ 559.95	Electrical Supplies~	260132	011.0013878			
	020.1084.900000	\$ 747.20	Electrical Supplies~	260151	011.0013878			
						11/26/2019	604473	\$ 1,307.15

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
002566 - DEWEY PEST CONTROL	011.1048.596200	\$ 60.00	Pest Control Services	13045632				
	011.1048.596200	\$ 100.00	Pest Control Services	13045638				
	011.1048.596200	\$ 95.00	Pest Control Services	13045639				
	011.1048.596200	\$ 135.00	Pest Control Services	13045640				
	011.1048.596200	\$ 75.00	Pest Control Services	13045641				
	011.1049.590000	\$ 62.00	Pest Control Services	13045642				
	011.1049.590000	\$ 67.00	Pest Control Services	13045643				
	011.1049.590000	\$ 42.00	Pest Control Services	13045644				
						11/26/2019	604474	\$ 636.00
000741 - CERISSA DIAZ	011.1031.596500	\$ 406.10	CLETS Training for Trainers (T4T)	112119				
						11/26/2019	604475	\$ 406.10
003285 - ALEXY ESCOBEDO	011.1031.596500	\$ 24.82	Arrest & Control / Tactical	111119				
	011.1031.596700	\$ 13.62	Arrest & Control / Tactical	111119				
						11/26/2019	604476	\$ 38.44
001956 - IGNACIO ESTRADA III	011.1031.596500	\$ 90.48	Sherman Block SLI Class 437-5	110419				
	011.1031.596500	\$ 216.16	Sherman Block SLI Class 437-7	111919				
						11/26/2019	604477	\$ 306.64

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001926 - F GAVINA & SONS, INC	011.120010	\$ 873.30	(0500-100) Regular Coffee 42 - 1.5oz	4020245	011.0014121			
	011.120010	\$ 1,307.52	(0500-105) Gavina Gourmet Drip Coffee	4020245	011.0014121			
	011.120010	\$ 20.00	(0500-141) Plastic Stir Sticks 7"	4020245	011.0014121			
	011.120010	\$ 7.84	(0500-145) Coffee Filters 12 cups	4020245	011.0014121			
	011.120010	\$ 1,064.00	(0500-200) Coffee Beans, 5 lb. Bags~	4020245	011.0014121			
	011.120010	\$ 400.72	(0500-210) French Vanilla Powder~	4020245	011.0014121			
	011.120010	\$ 364.00	(0500-220) Chocolate Powder~	4020245	011.0014121			
	011.120010	\$ 758.40	(0500-230) Cream Powder~	4020245	011.0014121			
	011.120010	\$ 2.65	Sales Tax 9.5%	4020245				
						11/26/2019	604478 \$	4,798.43
001668 - LORENZO GAYTAN	011.1031.596500	\$ 38.44	Arrest & Control / Tactical	111119				
						11/26/2019	604479 \$	38.44

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005350 - HAUL AWAY RUBBISH SERVICE CO,	011.1048.596200	\$ 67.50	Disposal & Recycling Services	9AX06286				
	011.1049.596200	\$ 213.00	Disposal & Recycling Services	9AX06287				
	011.1033.520000	\$ 67.50	Disposal & Recycling Services	9AX06288				
	011.1033.520000	\$ 67.50	Disposal & Recycling Services	9AX06289				
	011.1033.520000	\$ 67.50	Disposal & Recycling Services	9AX06290				
	011.1033.520000	\$ 67.50	Disposal & Recycling Services	9AX06291				
	055.8400.596200	\$ 167.00	Disposal & Recycling Services	9AX06292				
	055.8400.596200	\$ 127.50	Disposal & Recycling Services	9AX06293				
	011.1043.596200	\$ 1,301.50	Disposal & Recycling Services	9AX06294				
						11/26/2019	604480	\$ 2,146.50
000452 - EDWARD HERNANDEZ	011.1031.596500	\$ 24.82	Arrest & Control / Tactical	111119				
	011.1031.596700	\$ 13.62	Arrest & Control / Tactical	111119				
						11/26/2019	604481	\$ 38.44
000829 - IRON MOUNTAIN	011.9019.560010	\$ 266.88	Storage Services	201994722				
						11/26/2019	604482	\$ 266.88
005093 - JCL TRAFFIC SERVICES	011.1043.520000	\$ 2,750.00	28" 7# Orange Cone w/(2) Ref. Collar	102612	011.0014129			
	011.1043.520000	\$ 875.00	18" 7# Orange Cone w/(2) Ref. Collar	102612	011.0014129			
	011.1043.520000	\$ 178.00	Temporary Cardboard - No Parking Tow	102612	011.0014129			
	011.1043.520000	\$ 40.00	Freight	102612	011.0014129			
	011.1043.520000	\$ 365.09	Sales Tax 9.5%	102612				
						11/26/2019	604483	\$ 4,208.09

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT																																																																						
003701 - RAFAEL LANDA	011.1031.596500	\$ 24.82	Arrest & Control / Tactical	111119		11/26/2019	604484	\$ 38.44																																																																						
	011.1031.596700	\$ 13.62	Arrest & Control / Tactical	111119					005630 - JASON LUCAS	011.1031.596500	\$ 15.66	Firearms / Tactical Division	112519		11/26/2019	604485	\$ 15.66	000996 - GABRIEL MARTINEZ	011.1031.596500	\$ 24.82	Arrest & Control / Tactical	111119		11/26/2019	604486	\$ 38.44	011.1031.596700	\$ 13.62	Arrest & Control / Tactical	111119		006228 - MILLSOFT, LLC	011.9019.595210	\$ 950.00	Computer Programming Services	311		11/26/2019	604487	\$ 950.00	005495 - MONOPRICE INC	011.9019.520010	\$ 5.28	Spare Equipment for IT	19337370		11/26/2019	604488	\$ 5.28	001204 - NEWBASIS WEST LLC	011.120010	\$ 3,376.00	(0757-200) Fiberglass / Polymer	484551	011.0014118	11/26/2019	604489	\$ 5,179.69	011.120010	\$ 1,014.00	(0757-210) Fiberglass / Polymer Cover	484551	011.0014118	011.120010	\$ 372.64	Freight	484551	011.0014118	011.120010	\$ 417.05	Sales Tax 9.5%	484551		003782 - CARLOS OURIQUE	011.1031.596500	\$ 80.50	E.V.O.C. Update	110619
005630 - JASON LUCAS	011.1031.596500	\$ 15.66	Firearms / Tactical Division	112519		11/26/2019	604485	\$ 15.66																																																																						
000996 - GABRIEL MARTINEZ	011.1031.596500	\$ 24.82	Arrest & Control / Tactical	111119		11/26/2019	604486	\$ 38.44																																																																						
	011.1031.596700	\$ 13.62	Arrest & Control / Tactical	111119					006228 - MILLSOFT, LLC	011.9019.595210	\$ 950.00	Computer Programming Services	311		11/26/2019	604487	\$ 950.00	005495 - MONOPRICE INC	011.9019.520010	\$ 5.28	Spare Equipment for IT	19337370		11/26/2019	604488	\$ 5.28	001204 - NEWBASIS WEST LLC	011.120010	\$ 3,376.00	(0757-200) Fiberglass / Polymer	484551	011.0014118	11/26/2019	604489	\$ 5,179.69	011.120010	\$ 1,014.00	(0757-210) Fiberglass / Polymer Cover	484551	011.0014118	011.120010	\$ 372.64	Freight	484551	011.0014118	011.120010	\$ 417.05	Sales Tax 9.5%	484551			003782 - CARLOS OURIQUE	011.1031.596500	\$ 80.50	E.V.O.C. Update				110619		11/26/2019	604490	\$ 80.50															
006228 - MILLSOFT, LLC	011.9019.595210	\$ 950.00	Computer Programming Services	311		11/26/2019	604487	\$ 950.00																																																																						
005495 - MONOPRICE INC	011.9019.520010	\$ 5.28	Spare Equipment for IT	19337370		11/26/2019	604488	\$ 5.28																																																																						
001204 - NEWBASIS WEST LLC	011.120010	\$ 3,376.00	(0757-200) Fiberglass / Polymer	484551	011.0014118	11/26/2019	604489	\$ 5,179.69																																																																						
	011.120010	\$ 1,014.00	(0757-210) Fiberglass / Polymer Cover	484551	011.0014118																																																																									
	011.120010	\$ 372.64	Freight	484551	011.0014118																																																																									
	011.120010	\$ 417.05	Sales Tax 9.5%	484551																																																																										
003782 - CARLOS OURIQUE	011.1031.596500	\$ 80.50	E.V.O.C. Update	110619		11/26/2019	604490	\$ 80.50																																																																						

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001943 - PLUMBING & INDUSTRIAL SUPPLY	011.1049.520000	\$ 107.63	Plumbing Supplies & Building Hardware~	S1225739001	011.0013894	11/26/2019	604491	\$ 107.63
006416 - PRIORITY BUILDING SERVICES, LL	011.1049.590000	\$ 9,005.38	Janitorial Services 11/19	66533				
	055.8300.540000	\$ 595.63	Janitorial Services 11/19	66534				
	055.8400.540000	\$ 718.90	Janitorial Services 11/19	66534				
	056.5600.540000	\$ 821.45	Janitorial Services 11/19	66534				
						11/26/2019	604492	\$ 11,141.36
000400 - QUINONES, ANA	011.1048.530015	\$ 256.56	Reimb. Possessory Interest Tax~	112519		11/26/2019	604493	\$ 256.56
000074 - JOSE RAMOS	011.1031.596500	\$ 24.82	Arrest & Control / Tactical	111119(2)				
	011.1031.596700	\$ 13.62	Arrest & Control / Tactical	111119(2)				
						11/26/2019	604494	\$ 38.44
006704 - RBR MEAT CO	055.7200.596702	\$ 30,535.60	Customer Incentive Program	112519		11/26/2019	604495	\$ 30,535.60
003149 - RICHARD C. SLADE & ASSOCIATES	020.1084.900000	\$ 3,464.50	Groundwater Services	5198		11/26/2019	604496	\$ 3,464.50
006703 - SDL BOYLE, LLC	055.7200.596702	\$ 15,170.85	Customer Incentive Program	081219		11/26/2019	604497	\$ 15,170.85

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001017 - SPRINT	011.9019.560010	\$ 34.52	Period: 10/19	677975318216		11/26/2019	604498	\$ 34.52
004199 - SQUARE-H BRANDS, INC	055.7200.596702	\$ 36,645.52	Customer Incentive Program	112519		11/26/2019	604499	\$ 36,645.52
006705 - SUNSHINE BUSINESS CLASS	011.1026.596900	\$ 509.36	Holiday Cards	6483738		11/26/2019	604500	\$ 509.36
000141 - THOMSON REUTERS - WEST	011.1024.596600	\$ 413.71	West Information Charges	841226693		11/26/2019	604501	\$ 1,992.36
	011.4031.596200	\$ 1,578.65	West Information Charges	841246636				
003273 - URBAN RESTORATION GROUP US, IN	011.120010	\$ 720.00	(0515-413) 32oz. Sensitive Surface	23951	011.0014131	11/26/2019	604502	\$ 832.40
	011.120010	\$ 44.00	Freight	23951	011.0014131			
	011.120010	\$ 68.40	Sales Tax 9.5%	23951				
000788 - VERSATILE INFORMATION PRODUCTS	011.9019.590110	\$ 3,701.00	PUMA MANAGEMENT APPLICATION SOFTWARE	1201191130209	011.0014145	11/26/2019	604503	\$ 3,701.00
000868 - RICHARD VILLEGAS	011.1031.596500	\$ 20.88	Firearms / Tactical Division	112519		11/26/2019	604504	\$ 20.88

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006305 - ASTRO PLUMBING SUPPLY CO	011.1048.520000	\$ 1,181.73	Plumbing Supplies & Building Hardware~	S1325804001	011.0013887			
	011.1049.520000	\$ 74.69	Plumbing Supplies & Building Hardware~	S1327071001	011.0013887			
	011.1049.520000	\$ 56.00	Plumbing Supplies & Building Hardware~	S1327071002	011.0013887			
	011.1049.520000	\$ 152.08	Plumbing Supplies & Building Hardware~	S1327071003	011.0013887			
	011.1049.520000	\$ 665.27	Plumbing Supplies & Building Hardware~	S1327371001	011.0013887			
						12/03/2019	604505	\$ 2,129.77
006706 - BY YAKIN INC	011.199999	\$ 713.63	Refund Business License~	Ref000220609		12/03/2019	604506	\$ 713.63
005026 - CAPITAL ACCOUNTING PARTNERS, L	011.1004.595200	\$ 7,137.72	User Fee Update	81030		12/03/2019	604507	\$ 7,137.72
000310 - CRAIG WELDING SUPPLY, CO	055.8400.590000	\$ 32.67	Liquefied Petroleum Gas~	633431	055.0002739	12/03/2019	604508	\$ 32.67
001336 - CURRENT WHOLESALE ELECTRIC SUP	011.1049.520000	\$ 28.79	Electrical & Hardware Supplies~	260265	011.0013889			
	011.1049.520000	\$ 102.70	Electrical & Hardware Supplies~	260461	011.0013889			
	011.1049.520000	\$ 59.68	Electrical & Hardware Supplies~	260462	011.0013889			
	011.1049.520000	\$ 14.24	Electrical & Hardware Supplies~	260497	011.0013889			
						12/03/2019	604509	\$ 205.41
006469 - HERNAN DELGADO	011.1026.596900	\$ 500.00	DJ Services~	112719		12/03/2019	604510	\$ 500.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000524 - FERGUSON WATERWORKS	011.120010	\$ 3,349.48	Mueller Verticle Fire Hydrant 5-1/4"~	692732	011.0014059			
	011.120010	\$ 318.20	Sales Tax 9.5%	692732				
	011.120010	\$ 1,569.72	(3069-512) 8" x 6" SS Tapping Sleeve w/	694764	011.0014124			
	011.120010	\$ 2,133.36	(3069-522) 8" x 8" SS Tapping Sleeve w/	694764	011.0014124			
	011.120010	\$ 351.79	Sales Tax 9.5%	694764				
	011.120010	\$ 2,644.69	Water Parts~	695486	011.0013891			
	011.120010	\$ 1,960.10	(3088-970) 8" MJ x FLG DI RW OL GATE	696598	011.0014130			
	011.120010	\$ 1,707.84	(3051-860) 5-1/4 SAF FLG REP KIT	696598	011.0014130			
	011.120010	\$ 348.45	Sales Tax 9.5%	696598				
						12/03/2019	604511	\$ 14,383.63
001712 - GRAINGER, CO	011.1049.520000	\$ 458.29	Small Tools, Plumbing, Electrical &	9345769609	011.0013900	12/03/2019	604512	\$ 458.29
005957 - WENDY HERRERA	011.1040.596500	\$ 60.39	Two-Day Advanced Microsoft Excel	112019		12/03/2019	604513	\$ 60.39
006694 - HIRSCH PIPE & SUPPLY	011.1048.590000	\$ 4,562.98	NOR ~	6785666	011.0014138			
	011.1048.590000	\$ 374.71	NORITZ PC-2S PIPE COVER~	6785666	011.0014138			
	011.1048.590000	\$ 364.21	RW 3420RAB-3/4 ISO VALVE THRD~	6785666	011.0014138			
	011.1048.590000	\$ 503.69	Sales Tax 9.5%	6785666				
						12/03/2019	604514	\$ 5,805.59
001295 - IAPMO	011.1041.596550	\$ 200.00	Membership Renewal / J. Moore	111319		12/03/2019	604515	\$ 200.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006475 - ONEPOINT HUMAN CAPITAL MGMT	011.9019.520010	\$ 215.00	Time Tracking System	45181		12/03/2019	604516	\$ 215.00
001943 - PLUMBING & INDUSTRIAL SUPPLY	020.1084.520000	\$ 114.48	Plumbing Hardware & Supplies~	S1225458001	011.0013884	12/03/2019	604517	\$ 114.48
000059 - SO CAL EDISON	055.9100.464000	\$ 880.00	Joint Pole, Salvage Equipment, &	7501071267		12/03/2019	604518	\$ 880.00
004458 - SPIEGEL & MCDIARMID, LLP	055.9000.593200	\$ 1,585.87	Re: Tariff Provisions	210212940		12/03/2019	604519	\$ 1,585.87
001948 - AT&T	055.9000.560010	\$ 233.64	Period: 10/10/19 - 11/09/19	13871532		12/05/2019	604520	\$ 868.90
	056.5600.560010	\$ 613.92	Period: 10/10/19 - 11/09/19	13871535				
	056.5600.560010	\$ 21.34	Period: 10/10/19 - 11/09/19	13871634				
001139 - JERRY CHAVEZ JR	011.1031.596500	\$ 216.16	Sherman Block SLI Class 446-2	111919(3)		12/05/2019	604521	\$ 216.16
000970 - DANGELO CO	011.120010	\$ 2,116.79	Water Parts~	S1385711001	011.0013890	12/05/2019	604522	\$ 2,651.31
	011.120010	\$ 534.52	Water Parts~	S1386786001	011.0013890			

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
002566 - DEWEY PEST CONTROL	011.1033.590000	\$ 25.00	Pest Control Services	13056054				
	011.1033.590000	\$ 25.00	Pest Control Services	13056055				
	011.1033.590000	\$ 27.00	Pest Control Services	13056553				
	011.1033.590000	\$ 25.00	Pest Control Services	13058552				
						12/05/2019	604523	\$ 102.00
003796 - FIRE APPARATUS SOLUTIONS	011.1033.570000	\$ 395.75	Vehicle Maintenance & Repairs	15475				
	011.1033.570000	\$ 3,726.77	Vehicle Maintenance & Repairs	15478				
	011.1033.570000	\$ 952.15	Vehicle Maintenance & Repairs	15479				
	011.1033.570000	\$ 1,236.17	Vehicle Maintenance & Repairs	15480				
	011.1033.570000	\$ 715.98	Vehicle Maintenance & Repairs	15481				
	011.1033.570000	\$ 5,217.38	Vehicle Maintenance & Repairs	15672				
	011.1033.570000	\$ 8,543.19	Vehicle Maintenance & Repairs	15673				
						12/05/2019	604524	\$ 20,787.39
004181 - FRANCHISE TAX BOARD	011.210260	\$ 964.00	Garnishment: Payment	Ben220711				
	011.210260	\$ 242.31	Garnishment: Payment	Ben220711				
	020.210260	\$ 148.41	Garnishment: Payment	Ben220711				
	055.210260	\$ 841.00	Garnishment: Payment	Ben220711				
						12/05/2019	604525	\$ 2,195.72
006446 - RAYMOND GODOY	011.1031.596500	\$ 32.48	Expense Allowance	112619				
						12/05/2019	604526	\$ 32.48

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005080 - JAS PACIFIC	011.1041.595200	\$ 440.00	Plan Check & Inspection Services	BI13294		12/05/2019	604527	\$ 1,760.00
	011.1041.595200	\$ 880.00	Plan Check & Inspection Services	BI13354				
	011.1041.595200	\$ 440.00	Plan Check & Inspection Services	BI13417				
001800 - JSB FIRE PROTECTION, LLC	011.1033.595200	\$ 405.00	Plan Check Services	19208A		12/05/2019	604528	\$ 2,007.49
	011.1033.595200	\$ 1,602.49	Plan Check Services	19210				
000804 - LB JOHNSON HARDWARE CO #1	011.1043.520000	\$ 20.79	Plumbing & Building Hardware~	104352	011.0013893	12/05/2019	604529	\$ 426.08
	011.1049.520000	\$ 5.46	Plumbing & Building Hardware~	104522	011.0013893			
	011.1049.520000	\$ 10.94	Plumbing & Building Hardware~	104588	011.0013893			
	011.1049.520000	\$ 131.24	Plumbing & Building Hardware~	104637	011.0013893			
	011.1049.520000	\$ 218.73	Plumbing & Building Hardware~	104649	011.0013893			
	011.1049.520000	\$ 38.92	Plumbing & Building Hardware~	797227	011.0013893			
003342 - LIBERTY MANUFACTURING, INC	011.1031.590000	\$ 389.40	Range Maintenance	1796		12/05/2019	604530	\$ 389.40
003660 - JACK MEGORDEN	055.9100.596500	\$ 18.33	Transmission & Distribution Engineering	111919(2)		12/05/2019	604531	\$ 18.33
006628 - BRYAN REDONA	011.1031.596500	\$ 19.72	Burro Canyon Shooting Park	112619		12/05/2019	604532	\$ 19.72

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 36
JANUARY 7, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003869 - RICHARD P GUESS MD, INC	011.1033.596200	\$ 750.00	Medical Director Fees	103019		12/05/2019	604533	\$ 750.00
001808 - DANITA ROBERTSON	011.1031.596500	\$ 5.80	CLEARs - Hate Crime Reporting & Round	112619				
	011.1031.596700	\$ 25.00	CLEARs - Hate Crime Reporting & Round	112619		12/05/2019	604534	\$ 30.80
003775 - SILVA'S PRINTING NETWORK	011.1043.520000	\$ 86.51	Business Cards~	27059				
	011.1004.520000	\$ 69.00	Business Cards~	27065	011.0014139			
	011.1004.520000	\$ 6.56	Sales Tax 9.5%	27065		12/05/2019	604535	\$ 162.07
005419 - SUPERIOR CT OF CAL OF LA	011.1031.594200	\$ 2,494.50	Parking Citations 10/19	120419		12/05/2019	604536	\$ 2,494.50
004441 - U.S. DEPT OF EDUCATION	011.210260	\$ 408.74	Garnishment: Payment	Ben220709		12/05/2019	604537	\$ 408.74
001628 - WECK LABORATORIES, INC	020.1084.500140	\$ 180.00	Water Quality Testing & Reporting	W9G1181COVERN ON				
	020.1084.500140	\$ 15.00	Water Quality Testing & Reporting	W9K1754COVERN ON				
	020.1084.500140	\$ 15.00	Water Quality Testing & Reporting	W9K1755COVERN ON		12/05/2019	604538	\$ 210.00
TOTAL EARLY CHECKS								\$ 265,982.94

CITY OF VERNON
 OPERATING ACCOUNT
 WARRANT REGISTER NO. 36
 JANUARY 7, 2020

RECAP BY FUND

<u>FUND</u>	<u>ELECTRONIC TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>WARRANT TOTAL</u>	<u>GRAND TOTALS</u>
011 - GENERAL	\$ 708,412.56	\$ 135,164.33	\$ 0.00	\$ 843,576.89
020 - WATER	689,542.14	41,809.39	0.00	731,351.53
055 - LIGHT & POWER	1,856,961.34	87,552.51	0.00	1,944,513.85
056 - NATURAL GAS	520,197.25	1,456.71	0.00	521,653.96
057 - FIBER OPTIC	5,617.44	0.00	0.00	5,617.44
GRAND TOTAL	\$ <u>3,780,730.73</u>	\$ <u>265,982.94</u>	\$ <u>0.00</u>	\$ <u>4,046,713.67</u>

TOTAL CHECKS TO BE PRINTED 0

City Council Agenda Item Report

Agenda Item No. COV-4-2020

Submitted by: John Lau

Submitting Department: Finance/ Treasury

Meeting Date: January 7, 2020

SUBJECT

City Payroll Warrant Register No. 762 Covering the Period of November 1 through November 30, 2019

Recommendation:

A. Approve City Payroll Account Warrant Register No. 762 which totals \$2,789,902.30 and consists of the following:

- 1) Ratification of direct deposits, checks and taxes totaling \$2,208,617.32; and
- 2) Ratification of checks and electronic fund transfers (EFT) paid through Operating bank account totaling \$581,284.98.

Background:

Section 2.13 of the Vernon Municipal Code indicates the City Treasurer, or an authorized designee, shall prepare warrants covering claims or demands against the City which are to be presented to City Council for its audit and approval. Pursuant to the aforementioned code section, the City Treasurer has prepared City Payroll Account Warrant Register No. 762 covering claims and demands presented during the period of November 1 through November 30, 2019, drawn, or to be drawn, from East West Bank for City Council approval.

Fiscal Impact:

None.

ATTACHMENTS


- [1. City Payroll Account Warrant Register No. 762](#)

PAYROLL WARRANT REGISTER
City of Vernon

No. **762** Month of **December 2019**

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

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



Scott A. Williams
Director of Finance / City Treaseurer

Date: 12/10/2019

DATE

DATE

2

Payrolls reported for the month of November:

10/13/19 - 10/26/19, Paydate 11/07/19

10/27/19 - 11/09/19, Paydate 11/21/19

10/27/19 - 11/09/19, Paydate 11/21/19

Payment Method	Date	Payment Description	Amount
CHECKS	11/07/19	Net payroll, checks	\$ 15,594.70
ACH	11/07/19	Net payroll, direct deposits	780,856.39
ACH	11/07/19	Payroll taxes	235,308.20
CHECKS	11/21/19	Net payroll, checks	20,941.49
ACH	11/21/19	Net payroll, direct deposits	766,857.78
ACH	11/21/19	Payroll taxes	223,893.75
ACH	11/21/19	Net payroll, direct deposits	112,447.80
ACH	11/21/19	Payroll taxes	52,717.21
Total net payroll and payroll taxes			<u>2,208,617.32</u>

ACH	11/07/19	ICMA	32,985.05
ACH	11/07/19	CalPERS	243,223.99
ACH	11/07/19	California State Disbursement Unit	2,482.14
604326	11/07/19	Franchise Tax Board	1,231.72
604329	11/07/19	L.A. County Sheriffs Office	382.68
604347	11/07/19	U.S. Dept of Education	408.74
ACH	11/07/19	IBEW Dues	3,517.36
ACH	11/07/19	Vernon Firemen's Association	2,668.00
ACH	11/07/19	Vernon Police Officers' Benefit Association	2,078.58
ACH	11/21/19	ICMA	33,194.79
ACH	11/21/19	CalPERS	246,866.75
ACH	11/21/19	California State Disbursement Unit	2,482.14
ACH	11/21/19	Teamsters Local 911	2,412.00
604422	11/21/19	Franchise Tax Board	2,195.72
604449	11/21/19	U.S. Dept of Education	408.74
ACH	11/21/19	Vernon Firemen's Association	2,668.00
ACH	11/21/19	Vernon Police Officers' Benefit Association	2,078.58

Payroll related disbursements, paid through			
Operating bank account			<u>581,284.98</u>

Total net payroll, taxes, and related disbursements			<u>\$ 2,789,902.30</u>
--	--	--	-------------------------------

City Council Agenda Item Report

Agenda Item No. COV-2-2020

Submitted by: John Lau

Submitting Department: Finance/ Treasury

Meeting Date: January 7, 2020

SUBJECT

Ratification of Warrant Registers to Record Checks Voided During the Period of November 26 through December 7, 2019

Recommendation:

A. Ratify the following warrant registers to record voided checks:

- 1) Operating Account Warrant Register No. 24 to record voided Check No. 603153 in the amount of \$1,486.28 issued 06/18/19 to BPP Pac In Reit Prop Owner;
- 2) Operating Account Warrant Register No. 29 to record voided Check No. 603685 in the amount of \$15,170.85 issued 08/15/19 to CMI Logistics; and
- 3) Operating Account Warrant Register No. 34 to record voided Check No. 604323 in the amount of \$765.97 issued 11/7/19 to County of Los Angeles.

Background:

Section 2.13 of the Vernon Municipal Code indicates warrants covering claims or demands against the City are to be presented to City Council for its audit and approval. As such, it is recommended that the City Council review and approve the ratification of the aforementioned warrant registers to record the voided checks listed.

Fiscal Impact:

None.

ATTACHMENTS

-

City Council Agenda Item Report

Agenda Item No. COV-5-2020

Submitted by: John Lau

Submitting Department: Finance/ Treasury

Meeting Date: January 7, 2020

SUBJECT

Federal Funds for Street Improvements Account Warrant Register for the Period of November 26 through December 7, 2019

Recommendation:

Approve Federal Funds for Street Improvements Account Warrant Register No. 31, for the period of November 26 through December 7, 2019, consisting of ratification of electronic payments totaling \$32,754.71.

Background:

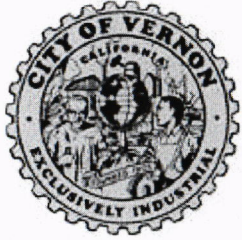
Section 2.13 of the Vernon Municipal Code indicates the City Treasurer, or an authorized designee, shall prepare warrants covering claims or demands against the City which are to be presented to City Council for its audit and approval. Pursuant to the aforementioned code section, the City Treasurer has prepared Federal Funds for Street Improvements Account Warrant Register No. 31 covering claims and demands presented during the period of November 26 through December 7, 2019, drawn, or to be drawn, from East West Bank for City Council approval.

Fiscal Impact:

None.

ATTACHMENTS

- [1. Federal Funds for Street Improvements Account Warrant Register No. 31](#)



FEDERAL FUNDS FOR STREET IMPROVEMENTS
WARRANT REGISTER NO. 31
JANUARY 7, 2020

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.



Scott Williams
Director of Finance / City Treasurer

Date: 12/10/2019

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:

FEDERAL FUNDS FOR STREET IMPROVEMENTS
WARRANT REGISTER NO. 31
JANUARY 7, 2020

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003975 - CNS ENGINEERS, INC	011.1043.900000	\$ 32,754.71	Design of Atlantic Blvd Bridge	801753		11/27/2019	34	\$ 32,754.71
TOTAL ELECTRONIC								\$ 32,754.71

FEDERAL FUNDS FOR STREET IMPROVEMENTS
WARRANT REGISTER NO. 31
JANUARY 7, 2020

RECAP BY FUND

<u>FUND</u>	<u>ELECTRONIC TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>WARRANT TOTAL</u>	<u>GRAND TOTALS</u>
011 - GENERAL	\$ 32,754.71	\$ 0.00	\$ 0.00	\$ 32,754.71
GRAND TOTAL	\$ 32,754.71	\$ 0.00	\$ 0.00	\$ 32,754.71

TOTAL CHECKS TO BE PRINTED 0

City Council Agenda Item Report

Agenda Item No. COV-503-2019

Submitted by: Adriana Ramos

Submitting Department: Fire Department

Meeting Date: January 7, 2020

SUBJECT

Fire Department Activity Report for the Period of October 16 through October 31, 2019

Recommendation:

Receive and file.

Background:

Attached is a copy of the Vernon Fire Department Activity Report which covers the period of October 16, 2019 through October 31, 2019. This report covers hours for Fire Prevention, Training, Pre-Incident, Periodic Testing, Public Service Programs and Routine Maintenance.

Fiscal Impact:

None.

ATTACHMENTS

- [1. Fire Department Activity Report - 10/16/19 to 10/31/19](#)

**VERNON FIRE DEPARTMENT
COMPANY ACTIVITIES
October 16, 2019 to October 31, 2019**

ACTIVITY TYPE

FIRE PREVENTION:

Regular Inspections (#):

Re-Inspections (#):

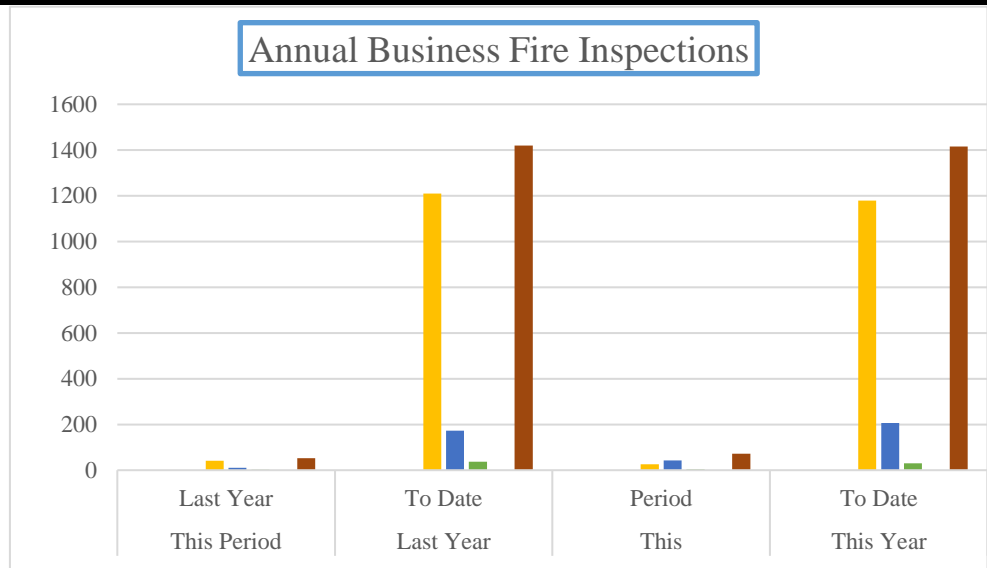
Spec. Haz. Inspections (#):

Total Inspections:

Total Staff Hours:

This Period Last Year	Last Year To Date	This Period	This Year To Date
41	1209	26	1179
10	173	43	206
2	37	3	30
53	1419	72	1415
52	1894	49	1984

*Reduction in activity due to transitioning to electronic inspection reporting system.



PRE-INCIDENT (HOURS):

Planning

District Familiarization

Total Hours:

This Period Last Year	Last Year To Date	This Period	This Year To Date
75	1791	102	1901.5
83	1890	110	1907.5
158	3681	212	3809

PERIODIC TEST (HOURS):

Hose Testing

Pump Testing

Total Hours:

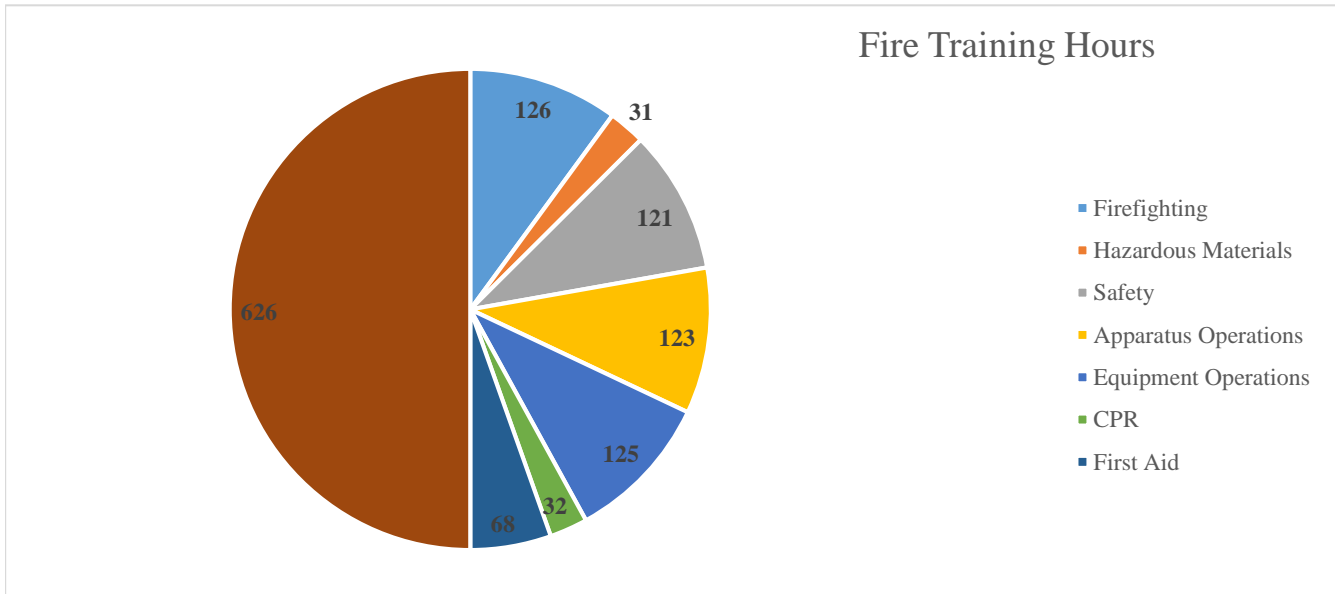
This Period Last Year	Last Year To Date	This Period	This Year To Date
2	11	2	8
0	27	0	24
2	38	2	32

TRAINING (HOURS):

Firefighting
 Hazardous Materials
 Safety
 Apparatus Operations
 Equipment Operations
 CPR
 First Aid

This Period Last Year	Last Year To Date	This Period	This Year To Date
96	2147	126	2410
34	772	31	684
121	2582	121	2433
128	2585	123	2524
138	2578	125	2524
4	84	32	118
32	619	68	856
553	11367	626	11549

Total Hours:



PUBLIC SERVICE PROGRAMS (HOURS):

School Programs
 Fire Brigades
 Emergency Preparedness

This Period Last Year	Last Year To Date	This Period	This Year To Date
9	81	11	47
0	16	0	16
13	275	5	268.5
22	372	16	331.5

Total Hours:

ROUTINE MAINTENANCE (HOURS):

Station
 Apparatus
 Equipment

This Period Last Year	Last Year To Date	This Period	This Year To Date
120	2382	125	2498
118	2417	126	2493
120	2467	134	2538
358	7266	385	7529

Total Hours:

Personnel Activity Total By Hours:	1145	24618	1290	25234.5
---	-------------	--------------	-------------	----------------



LOS ANGELES COUNTY FIRE DEPARTMENT

RESPONSE TIMES BY UNIT AVERAGE

Query by City: VERNON
First-Arrived Unit Responses
10/21/2019 - 10/31/2019

<u>Unit</u>	<u>Number of Responses</u>	<u>Average Response Time</u>	<u>Average Time duration</u>
E5779	6	05:57	23:31
E777	17	03:35	14:01
E778	12	05:03	13:17
E779	5	03:21	14:34
RA778	5	04:11	40:55
T776	10	05:48	10:47
Totals	55	04:36	16:48



LOS ANGELES COUNTY FIRE DEPARTMENT

RESPONSE TIMES BY UNIT AVERAGE

Query by City: VERNON
All Responses
10/21/2019 - 10/31/2019

<u>Unit</u>	<u>Number of Responses</u>	<u>Average Response Time</u>	<u>Average Time duration</u>
BC13	2	06:51	21:53
BC13B	3	04:54	00:00
BC776	4	04:56	13:12
E5166A	1	08:09	00:00
E565	1	04:34	00:00
E5777	2	10:55	42:27
E5779	7	06:40	20:10
E776	1	03:01	00:00
E777	20	04:00	13:55
E778	22	06:46	11:07
E779	11	04:50	09:46
Q164	2	02:46	17:15
RA778	29	04:41	30:47
S163	1	06:36	01:27
S164	2	05:58	03:52
T776	14	05:55	16:16
Totals	122	05:23	17:21

City Council Agenda Item Report

Agenda Item No. COV-525-2019

Submitted by: Danita Robertson

Submitting Department: Police Department

Meeting Date: January 7, 2020

SUBJECT

Police Department Activity Log and Statistical Summary for the period of November 1 through November 15, 2019

Recommendation:

Receive and file.

Background:

The Vernon Police Department's activity report consists of activity during the specified reporting period, including a summary of calls for service, and statistical information regarding arrests, traffic collisions, stored and impounded vehicles, recovered stolen vehicles, the number of citations issued, and the number of reports filed.

Fiscal Impact:

None.

ATTACHMENTS

- [1. Police Department Activity Report - 11/01/19 to 11/15/19](#)

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 11/01/2019

Jurisdiction: VERNON

Last Date: 11/15/2019

Department	Complaint Type	Description	All Units	Primary Unit
VPD	10-6	OFFICER IS 10-6 C7.961.962.10-10, WASH, EQUIPM	126	120
	10-96C	10-96 CHARLES (CITY HALL SECURITY CHECK)	7	7
	10-96H	PICK UP THE JAIL PAPER WORK FROM HP JAIL	2	2
	10-96M	10-96 MARY (MAIL DETAIL)	8	6
	140	SUPPLEMENTAL REPORT	4	3
	20001	INJURY HIT AND RUN	2	1
	20001R	INJURY HIT AND RUN REPORT	2	2
	20002	NON-INJURY HIT AND RUN	4	2
	20002R	NON-INJURY HIT AND RUN REPORT	6	4
	415	DISTURBING THE PEACE	26	10
	415R	DISTURBING THE PEACE REPORT	1	1
	417	BRANDISHING A WEAPON	3	1
	459	BURGLARY	6	2
	459A	AUDIBLE BURGLARY ALARM	95	55
	459R	BURGLARY REPORT	15	6
	459S	SILENT BURGLARY ALARM	1	1
	459VR	BURGLARY TO A VEHICLE REPORT	3	2
	476R	FRAUD REPORT	2	1
	484	PETTY THEFT	5	2
	484R	PETTY THEFT REPORT	9	5
	487R	GRAND THEFT REPORT	11	6
	586	PARKING PROBLEM	37	31
	594	VANDALISM	3	1
	594R	VANDALISM REPORT	3	3
	602	TRESPASS	33	12
	647F	DRUNK IN PUBLIC	4	2
	653M	ANNOYING PHONE CALLS	1	1
	901	UNKNOWN INJURY TRAFFIC COLLISION	2	1
	901T	INJURY TRAFFIC COLLISION	19	5
	901TR	INJURY TRAFFIC COLLISION REPORT	3	1
	902T	NON-INJURY TRAFFIC COLLISION	67	31
	902TR	NON-INJURY TRAFFIC COLLISION REPORT	1	1
	909C	TRAFFIC CONTROL	1	1
	909T	TRAFFIC HAZARD	7	3
	911A	CONTACT THE REPORTING PARTY	17	10
	917A	ABANDONED VEHICLE	4	2
	920PR	LOST PROPERTY REPORT	1	1
	925	SUSPICIOUS CIRCUMSTANCES	34	15
	ASSISTFD	ASSIST FIRE DEPARTMENT	20	9
	BOVEH	BROKEN DOWN VEHICLE	15	12
	CITCK	CITATION CHECK	3	3
	CODE5	SURVEILLANCE/STAKE-OUT	1	1
	COP	COP DETAIL	10	5
	DEMOSTRA	DEMONSTRATION	8	5
	DET	DETECTIVE INVESTIGATION	8	4
	DETAIL	DETAIL	5	4
	DPTAST	DEPARTMENTAL ASSIST	5	4

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 11/01/2019

Last Date: 11/15/2019

Jurisdiction: VERNON

Department	Complaint Type	Description	All Units	Primary Unit
VPD	DUI	DRIVING UNDER THE INFLUENCE	3	2
	DUPLICATE	TO BE USED WHEN A CALL IS DUPLICATED	1	1
	FILING	OFFICER IS 10-6 REPORT WRITING	52	51
	FOUND	FOUND PROPERTY REPORT	4	4
	FU	FOLLOW UP	4	3
	GTAR	GRAND THEFT AUTO REPORT	2	2
	HBC	HAILED BY A CITIZEN	7	4
	KTP	KEEP THE PEACE	2	1
	LOCATE	LOCATED VERNON STOLEN VEHICLE	1	1
	LOJACK	LOJACK HIT	1	1
	LPR	LICENSE PLATE READER	5	2
	MISPR	MISSING PERSON REPORT	1	1
	MR60	MISC REPORT	1	1
	PANIC ALARM	PANIC ALARM/DURESS ALARM	3	1
	PAPD	PUBLIC ASSIST-POLICE	8	8
	PATCK	PATROL CHECK	139	116
	PEDCK	PEDESTRIAN CHECK	87	58
	PRSTRAN	PRISONER TRANSPORTED	8	8
	REC	RECOVERED STOLEN VEHICLE	2	2
	RECKLESS DF	RECKLESS DRIVING (23103)	1	1
	REPO	REPOSSESSION	3	3
	RR	RAIL ROAD PROBLEM	1	1
	SPEED	SPEED CONTEST OR SPEEDING (23109)	2	1
	SRMET	SRMET DETAIL	30	23
	SUICIDAL SUE	SUICIDAL SUBJECT	2	1
	TRAFFIC STOI	TRAFFIC STOP	211	187
	UNATTACHED	UNATTACHED TRAILER	1	1
	VCK	VEHICLE CHECK	156	150
	VEH RELEASE	VEHICLE RELEASE	2	2
	WARRANT	WARRANT ARREST	1	1
	WELCK	WELFARE CHECK	1	1
Department:			1392	1046
Overall:			1392	1047

VERNON POLICE DEPARTMENT
Police Activity Report

Period Ending: 11/15/19

<u>TRAFFIC COLLISIONS</u>	<u>NO.</u>	<u>PROPERTY RECOVERED</u>
TOTAL	21	VEHICLES: \$8,000.00
NON-INJURY	13	
INJURY	8	
Persons Injured	12	
Pedestrian		
Fatalities		
City Property Damage	3	
Hit & Run (Felony)	2	
Hit & Run (Misdemeanor)	5	

<u>VEHICLES STORED</u>		<u>PROPERTY RECOVERED FOR OTHER DEPARTMENTS</u>
Unlicensed Driver	1	VEHICLES: \$7,000.00
Abandoned/Stored Vehicle	6	
Unattached Trailer		
Traffic Hazard		

<u>CITATIONS</u>	
Citations Iss (Prisoner Release)	15
Citations Iss (Other Violations)	
Parking	89
Hazardous	41
Non-Hazardous	18
Citations Iss (Moving)	59
Citations Iss (Total)	148

<u>CASES CLEARED BY ARREST</u>		
AR19-434	CR19-1798	369I(A) PC
AR19-436	CR19-1801	11377(A) HS
AR19-440	CR19-1825	11364(A) HS
AR19-445	CR19-1844	11364(A) HS
AR19-446	CR19-1849	11364(A) HS
AR19-449	CR19-1855	487(A) PC

**VERNON POLICE DEPARTMENT
REPORT FOR PERSONS ARRESTED**

PERIOD ENDING: 11/15/2019

ADULT FELONY ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
ASSAULT W/DEADLY WEAPON			
BURGLARY			
CARRY LOADED GUN NOT R/O WITH DOJ			
DOMESTIC VIOLENCE			
GRAND THEFT: AUTO			
GRAND THEFT: PROPERTY	1		1
VANDALISM			
WARRANT (VERNON CASE)			
WARRANT (OUTSIDE AGENCY)			
TOTAL FELONY ARRESTS	1	0	1

ADULT MISDEMEANOR ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
BATTERY ON A PEACE OFFICER			
COURT ORDER VIOLATION			
DRUNK IN PUBLIC			
DRIVING UNDER THE INFLUENCE	2		2
IGNITION INTERLOCK DEVICE REQUIRED	1		1
POSSESSION OF NARCOTICS	1		1
POSSESSION OF PARAPHERNALIA	3		3
RESISTING ARREST			
TRESPASSING ON RAILROAD PROPERTY	1		1
UNLICENSED DRIVER			
VANDALISM			
WARRANT (VERNON CASE)	6		6
WARRANT (OUTSIDE AGENCY)	1		1
TOTAL MISD. ARRESTS	15	0	15

JUVENILES DETAINED --- FELONY AND MISDEMEANOR			
	MALE	FEMALE	TOTAL
BURGLARY			
RESISTING ARREST			
ROBBERY			
VANDALISM			
WARRANT			
TOTAL JUVENILES DET.	0	0	0

TOTAL FELONY ARRESTS (ADULT) TO DATE: 105

TOTAL MISDEMEANOR ARRESTS (ADULT) TO DATE: 341

TOTAL JUVENILES DETAINED (FELONY AND MISDEMEANOR) TO DATE: 1

TOTAL ARRESTS AND DETAINED JUVENILES (FELONY AND MISDEMEANOR) TO DATE: **447**

VERNON POLICE DEPARTMENT

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

First Date: **No Case Numbers Issued on 11/02/2019**

Jurisdiction:

Last Date:

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

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 11/03/2019

Jurisdiction: VERNON

Last Date: 11/03/2019

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time													
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp				
20191122895																					
RPT			11/03/2019	00:17:16	STOP AND SHOP LIQUOR																
1015			WARRANT		4300 GAGE AVE, BELL																
			VPD	HERNANDEZ,MIG	*25E				00:22:13		00:28:30									01:15:51	
20191122900																					
VS			11/03/2019	01:07:16																	
VREC			REC		CHAMBERS // HAMPTON, VERNON																
RPT			VPD	OURIQUE,CARLO	*40W						01:07:33									01:29:06	
				MR C TOW	MR C TO		01:20:48		01:21:26		01:29:45										
20191122903																					
RPT			11/03/2019	01:25:51																	
			901T		S SOTO // 57TH, VERNON																
			VPD	CORTEZ,JUSTIN	*17W						01:25:51									01:08:16	
			VPD	HERNANDEZ,MIG	25E						01:26:58									01:31:57	
			VPD	CAM,PATRICK	26E				01:26:11		01:26:16									03:39:28	
			VPD	ESTRADA,IGNACI	S3						01:28:00									01:31:55	
20191122908																					
RPT			11/03/2019	02:20:21	SOEX WEST																
1015			602		3280 E 26TH, VERNON																
			VPD	OURIQUE,CARLO	*40W				02:22:05		02:25:59										03:22:20
20191122940																					
RPT			11/03/2019	10:59:42	21ST CENTURY PHOTO SUPPLY																
			459R		4780 CORONA AV, VERNON																
			VPD	CERDA,EUGENIO	*40		11:01:38		11:02:11		11:06:28									12:44:39	
			VPD	FINO,MARCUS	20E				11:02:43		11:08:51									12:46:04	
			VPD	REDONA,BRYAN	32W		11:01:40		11:02:10		11:06:30									12:19:13	
			VPD	ONOPA,DANIEL	S7				11:10:19		11:20:27									11:58:53	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 11/04/2019

Last Date: 11/04/2019

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Caller	Address	Unit Time					
						Dispatch	Enroute	OnScene	Depart	Arrive	Remove
20191122982											
RPT			11/04/2019	00:19:04							
			901T		5325 S SOTO, VERNON						
						Department	OCA Number	RMS Juris			
						VPD	CR20191803	CA0197300			
					VPD HERNANDEZ,MIG	*25E		00:19:04			04:48:32
					VPD CAM,PATRICK	26E	00:19:07	00:21:06		01:46:57	
					VPD GODOY,RAYMON	32W		00:20:56		03:24:16	
					VPD ENCINAS,ANTHOI	41W		00:21:24		01:46:55	
					VPD ESTRADA,IGNACI	S3	00:19:34	00:23:28		01:46:47	
20191122985											
VI			11/04/2019	02:21:46	JULIO						
RPT			DUI		DOWNEY RD // LEONIS BL, VERNON						
1015						Department	OCA Number	RMS Juris			
						VPD	CR20191804	CA0197300			
					VPD CAM,PATRICK	*26E	02:23:09	02:27:20			04:45:46
					VPD ENCINAS,ANTHOI	41W	02:26:46	02:39:58		03:36:01	
20191123021											
RPT			11/04/2019	10:52:27	MODERN PATTERN						
			459R		5610 ALCOA AV, VERNON						
						Department	OCA Number	RMS Juris			
						VPD	CR20191805	CA0197300			
					VPD ZOZAYA,OSCAR/I	*40W	10:54:03	10:54:04		10:54:55	
					VPD FINO,MARCUS	20E	10:54:53	11:00:45			11:42:06
20191123025											
RPT			11/04/2019	11:50:56	CONTINENTAL VITAMINS						
			594R		4510 S BOYLE AV, VERNON						
						Department	OCA Number	RMS Juris			
						VPD	CR20191806	CA0197300			
					VPD FINO,MARCUS	*20E	11:52:38	11:52:41	11:57:22		12:34:27
20191123033											
RPT			11/04/2019	13:09:18	VERNON ELEMENTRAY						
			911A		2360 E VERNON AV, VERNON						
						Department	OCA Number	RMS Juris			
						VPD	CR20191807	CA0197300			
					VPD FINO,MARCUS	*20E	13:12:30	13:12:30	13:21:32	14:29:34	
					VPD ZOZAYA,OSCAR/I	40W	13:15:59	13:20:00			14:40:53
20191123056											

VERNON POLICE DEPARTMENT

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

First Date: 11/04/2019

Last Date: 11/04/2019

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20191123056																				
RPT			11/04/2019	17:52:38		JOHN	BANDINI BL // ATLANTIC BL, VERNON													
			20002R																	
						VPD REDONA,BRYAN		*32	17:57:51		17:58:17	18:04:25								18:39:01
						VPD FINO,MARCUS		20E			17:59:44	18:04:27								18:12:02
20191123057																				
RPT			11/04/2019	18:12:50		GLOBAL VISTION	4265 CHARTER AV, VERNON													
			902T																	
						VPD FINO,MARCUS		*20E	18:14:31		18:14:57	18:19:49								19:12:54
						VPD LUCAS,JASON		26E			19:00:54	19:04:36								19:12:54
						VPD REDONA,BRYAN		32				18:40:18								18:55:45

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 11/05/2019

Last Date: 11/05/2019

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20191123104	RPT		11/05/2019	10:11:01		T-MOBILE (877) 653-7911	E 27TH // SANTA FE AV, VERNON													
			20002																	
						VPD	FINO,MARCUS		*20W	10:12:57		10:12:58		10:15:18						11:04:45

Department	OCA Number	RMS Juris
VPD	CR20191810	CA0197300

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 11/06/2019

Jurisdiction: VERNON

Last Date: 11/06/2019

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time											
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20191123209																			
1015	RPT		11/06/2019	10:52:51			S SOTO // BANDINI BL, VERNON												
					PEDCK														
						VPD	VALENZUELA,FEF	*31E				10:52:52							11:16:42
						VPD	STEVENSON,KEN	32W			10:57:13		11:02:09						11:44:39
						VPD	ZOZAYA,OSCAR/I	40W			10:52:58		11:08:09						10:53:55
																			12:37:31
20191123215																			
	RPT		11/06/2019	13:07:48			LINEN HOUSE												
					GTAR		2023 E 55TH, VERNON												
						VPD	STEVENSON,KEN	*32W			13:09:49		13:16:11						13:50:48
20191123224																			
	RPT		11/06/2019	14:22:36			4350 S SANTA FE AV, VERNON												
					SUICIDAL SUB														
						VPD	STEVENSON,KEN	*32W					14:23:13						15:30:29
						VPD	ZOZAYA,OSCAR/I	40W			14:26:18		14:30:53						14:47:35
20191123240																			
	RPT		11/06/2019	23:49:44			LA COUNTY FIRE												
					902T		E 26TH // SOTO, VERNON												
						VPD	LUCAS,JASON	*26W	23:50:25				23:54:13						00:25:37
						VPD	CERDA,PAUL,JR	31E	23:50:26				23:51:31						00:25:37
						VPD	LANDA,RAFAEL	40			23:50:33		23:55:17						00:25:37

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 11/07/2019

Last Date: 11/07/2019

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time					
								Dep	Officer	Unit	Dispatch	Enroute	OnScene
20191123248													
RPT		11/07/2019	07:00:38	901T		AT&T MOBILITY 800 635 6840 4 PACIFIC BL // SANTA FE AV, VERNON							
						VPD VASQUEZ,LUIS/V.	*31W			07:01:53		07:41:42	
						VPD SWINFORD,PHILL	40E			07:04:26		07:41:43	
						VPD DOCHERTY,MICH	41	07:09:10	07:09:33			07:14:55	
20191123260													
RPT		11/07/2019	10:23:51	901T		LA CTY FIRE S SANTA FE AV // 26TH, VERNON							
						VPD SWINFORD,PHILL	*40E	10:24:09	10:24:50			11:12:26	
						VPD VASQUEZ,LUIS/V.	31W	10:29:22	10:30:26			11:12:25	
						VPD MARTINEZ,GABRI	S5		10:32:20			11:12:26	
20191123270													
RPT		11/07/2019	14:29:51	459VR		A4 MOSHAY 6199 MALBURG WY, VERNON							
						VPD SWINFORD,PHILL	*40E	14:31:56	14:36:47			15:06:40	
						VPD MARTINEZ,GABRI	S5		14:41:12			14:50:13	
20191123279													
RPT		11/07/2019	17:04:20	MR60		4305 S SANTA FE AV, VERNON							
						VPD PEREZ,NICK	*L2		17:04:32			17:12:30	
20191123288													
RPT		11/07/2019	20:01:12	1015		S SANTA FE AV // 48TH, VERNON							
						VPD OURIQUE,CARLO	*26W		20:01:12			20:54:50	
						VPD NEWTON,TODD	40E	20:11:41	20:19:41			20:48:46	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 11/08/2019

Jurisdiction: VERNON

Last Date: 11/08/2019

Call Number	Disp	Ten	Received	Caller	Address	Unit Time						
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart
20191123305												
		26W	11/08/2019	02:01:41								
VREC		VCK			SAINT CHARLES // 45TH, VERNON							
VS												
RPT												
						VPD	OURIQUE,CARLO	*26W		02:01:41		02:50:06
							MR C TOW	MR C TO	02:11:47	02:12:33	02:21:28	02:45:44
20191123316												
RPT			11/08/2019	06:45:25	RUBEN							
OR		902T			E SLAUSON AV // ALCOA AV, VERNON							
						VPD	DOCHERTY,MICH	*41E		07:01:54	07:06:55	
							USTOW	US TOW		07:17:14	07:56:00	08:42:10
												08:42:10
20191123328												
RPT			11/08/2019	11:43:48	LOYAL VENDING							
		487R			3825 S SANTA FE AV, VERNON							
						VPD	SWINFORD,PHILL	*40W	11:49:24	11:50:16	11:58:07	13:18:41
						VPD	DOCHERTY,MICH	41E			12:15:00	13:18:41
20191123362												
RPT			11/08/2019	21:22:45								
VS		BOVEH			DOWNEY RD // LEONIS BL, VERNON							
						VPD	NEWTON,TODD	*40E			21:22:45	22:20:40
						VPD	OURIQUE,CARLO	32E		21:23:40	21:26:37	22:17:52
							MR C TOW	MR C TO	21:26:40	21:26:41	21:46:39	22:20:41
20191123370												
RPT			11/08/2019	23:00:18								
CITE		TRAFFIC STOP			HAWTHORNE AV // VERNON AV, VERNON							
VI												
						VPD	GODOY,RAYMON	*38W		23:03:00	23:00:18	23:57:34
						VPD	CORTEZ,JUSTIN	20W			23:02:44	23:57:34
							USTOW	US TOW	23:27:46	23:28:17	23:39:54	23:57:34

VERNON POLICE DEPARTMENT

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

First Date: 11/09/2019

Last Date: 11/09/2019

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20191123384																				
1015			11/09/2019	03:03:18																
RPT			PEDCK				5681 DOWNEY RD, VERNON													
								VPD	OURIQUE,CARLO	*32E			03:03:18							03:51:43
20191123395																				
RPT			11/09/2019	08:13:32			DIRECT PRODUCE													
			902T				2987 LEONIS BL, VERNON													
								VPD		*41			08:15:29	08:28:35						09:27:55
								VPD	VELASQUEZ,RICH	32W				09:02:25						09:27:55
								VPD	VILLEGAS,RICHA	XS				09:08:32						09:27:56

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 11/10/2019

Last Date: 11/10/2019

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time											
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20191123452																			
VI			11/10/2019	04:23:29															
RPT			TRAFFIC STOP			2600 S SANTA FE AV, VERNON													
1015																			
						VPD CAM,PATRICK		*26W				04:23:29							05:51:26
						VPD OURIQUE,CARLO		32W	04:24:07			04:27:52							05:41:26
						VPD GODOY,RAYMON		38E		04:24:15		04:32:01							04:34:25
						MR C TOW		MR C TO	05:03:16		05:03:36	05:11:54							05:41:29
20191123475																			
RPT			11/10/2019	13:04:48		UPS													
			FOUND			3333 DOWNEY RD, VERNON													
						VPD REDONA,BRYAN		*31E	13:05:46		13:05:48	13:08:45							13:40:04
20191123481																			
VREC			11/10/2019	16:41:04															
			LOCATE			49TH // GRAND AV, LOS ANGELES													
						VPD DISPATCH		*DISP				16:42:55							17:28:45

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 11/11/2019

Jurisdiction: VERNON

Last Date: 11/11/2019

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20191123523												
RPT			11/11/2019	05:57:41	REED ELECTRIC							
			459R		5503 S BOYLE AV, VERNON							
						VPD	GODOY,RAYMON	*38E	06:00:48	06:00:48	06:09:11	
						VPD	OURIQUE,CARLO	32			06:10:43	06:58:29
											06:24:18	
20191123554												
RPT			11/11/2019	08:47:37	COOPERS COLD FOODS							
			594R		4510 SEVILLE AV, VERNON							
						VPD	ZOZAYA,OSCAR/I	*40W	08:49:39	08:49:41	08:53:32	09:08:27
20191123575												
RPT			11/11/2019	11:06:06	JOHN							
			902T		S SOTO // BANDINI BL, VERNON							
						VPD	VILLEGAS,RICHA	*43E	11:07:47	11:07:49	11:09:51	11:27:43
						VPD	REDONA,BRYAN	31E		11:08:38	11:10:20	11:27:43
						VPD	ZOZAYA,OSCAR/I	40W		11:13:49		11:13:51
20191123577												
RPT			11/11/2019	11:10:23	PRICE ZONE TRADING							
			487R		2838 LEONIS BL, VERNON							
						VPD	VILLEGAS,RICHA	*43E		11:12:28		11:13:56
						VPD	REDONA,BRYAN	31E			11:31:10	11:37:22
						VPD	ZOZAYA,OSCAR/I	40W		11:13:54	11:19:37	11:40:14
20191123583												
RPT			11/11/2019	11:58:32	TRAFFIC STOP							
					S SANTA FE AV // 25TH, VERNON							
						VPD	ZOZAYA,OSCAR/I	*40W			11:58:33	13:36:07
20191123598												
RPT			11/11/2019	13:32:04	SALLY K							
			459R		5190 S SANTA FE AV, VERNON							
						VPD	FINO,MARCUS	*32W	13:33:23		13:36:52	14:18:41

VERNON POLICE DEPARTMENT

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

First Date: 11/13/2019

Last Date: 11/13/2019

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20191123735																				
RPT			11/13/2019	05:11:49		LUIS CASTRO														
			902T			E 46TH // BOYLE AV, VERNON														
					VPD	LANDA,RAFAEL	*31E	05:15:11	05:15:58	05:17:35										06:17:27
					VPD	LUCAS,JASON	32W			05:17:28										06:17:28
					VPD	CERDA,PAUL,JR	41E	05:15:12	05:16:00	05:17:39										06:17:29
20191123754																				
VS			11/13/2019	08:52:52																
			VCK			4398 AYERS AV, VERNON														
					VPD	ZOZAYA,OSCAR/I	*40													
																				09:37:20
20191123759																				
REPO			11/13/2019	09:33:57		CENVEO														
			REPO			6250 S BOYLE AV, VERNON														
					VPD	RECORDS BUREA	*RECD													
																				10:36:02

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 11/14/2019

Last Date: 11/14/2019

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time											
								Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp					
20191123826																			
1015			11/14/2019		01:06:39		2828 S ALAMEDA, VERNON												
				PEDCK															
						VPD	LUCAS,JASON		*32W			01:06:39							02:23:16
						VPD	NEWTON,TODD/M		26E			01:22:32							01:33:08
20191123867																			
RPT			11/14/2019		17:46:22		VIVIANA BANDINI BL // SOTO, VERNON												
				902T															
						VPD	STEVENSON,KEN		*32	17:49:40	17:49:59	17:58:35							18:03:49
						VPD	VALENZUELA,FEI		26E		17:50:59	17:55:45							18:04:43
						VPD	VASQUEZ,LUIS		31W			17:58:37							19:02:57
20191123896																			
1015			11/14/2019		23:44:41		FRUITLAND AV // SANTA FE AV, VERNON												
				PEDCK															
						VPD	OURIQUE,CARLO		*40W			23:44:41							01:03:07
						VPD	NEWTON,TODD		43W			23:45:54							00:41:19

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 11/15/2019

Jurisdiction: VERNON

Last Date: 11/15/2019

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20191123911																				
1015			11/15/2019	05:27:05	UPS															
RPT			KTP		3333 DOWNEY RD, VERNON															
						VPD CORTEZ,JUSTIN		*38E		05:29:14		05:34:25								07:04:48
						VPD OURIQUE,CARLO		40W		05:32:33		05:38:13								06:38:42
20191123928																				
REPO			11/15/2019	09:55:33	24-7 RECOVERY															
			REPO		2100 E 38TH, VERNON															
						VPD RECORDS BUREAU		*RECD				10:00:54								10:38:00
20191123931																				
RPT			11/15/2019	10:14:19	VERNON ELEMENTARY															
			PAPD		2360 E VERNON AV, VERNON															
						VPD VALENZUELA,FEF		*26W				10:15:01								11:54:54
20191123933																				
RPT			11/15/2019	10:24:38	UPS															
			FOUND		3333 DOWNEY RD, VERNON															
						VPD CERDA,EUGENIO		*31E	12:00:20		10:30:11		10:43:57							12:36:14
20191123939																				
RPT			11/15/2019	13:37:57	ALLIED SALES															
			484R		2021 E 52D, VERNON															
						VPD CERDA,EUGENIO		*31E	13:39:27											13:39:53
						VPD VASQUEZ,LUIS		40W	13:44:04		13:44:16		13:49:10							14:44:34

* Denotes Primary Unit

City Council Agenda Item Report

Agenda Item No. COV-543-2019

Submitted by: Cynthia Cano

Submitting Department: Public Works

Meeting Date: January 7, 2020

SUBJECT

Public Works Department November 2019 Monthly Building Report

Recommendation:

Receive and file.

Background:

The attached building report consists of total issued permits, major projects, demolition permits, new building permits and certificate of occupancy status reports for the month of November 2019.

Fiscal Impact:

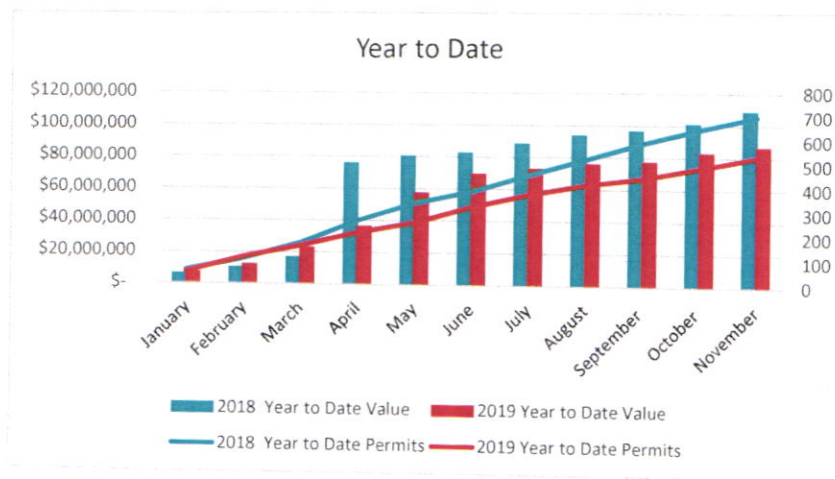
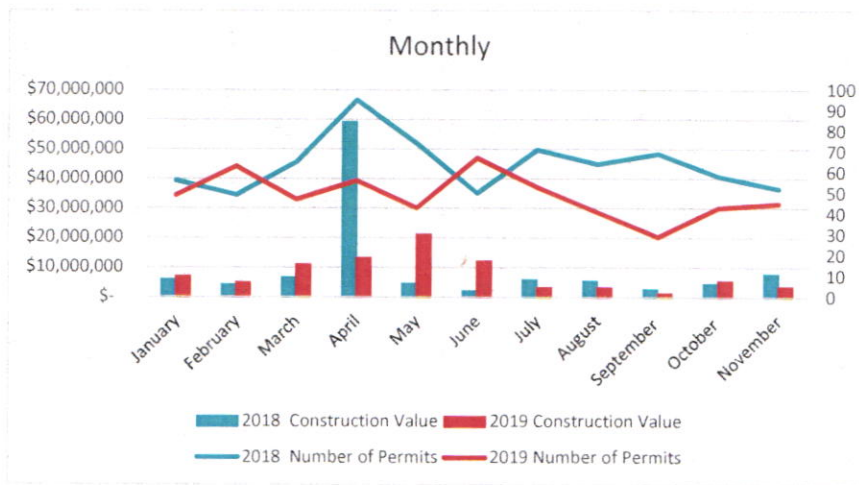
None.

ATTACHMENTS

- [1. Public Works Department Building Report November 2019](#)

**City of Vernon
Building Division
Monthly Report Summary**

	2018				2019				Year to Date	
	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Permit Difference	Valuation Difference
January	\$ 5,887,530	56	\$ 5,887,530	56	\$ 6,968,160	49	\$ 6,968,160	49	-13%	18%
February	\$ 4,145,729	49	\$ 10,033,259	105	\$ 4,923,135	63	\$ 11,891,295	112	7%	19%
March	\$ 6,562,789	65	\$ 16,596,048	170	\$ 10,949,664	47	\$ 22,840,960	159	-6%	38%
April	\$ 59,122,871	95	\$ 75,718,919	265	\$ 13,285,075	56	\$ 36,126,035	215	-19%	-52%
May	\$ 4,650,930	74	\$ 80,369,849	339	\$ 21,264,282	43	\$ 57,390,317	258	-24%	-29%
June	\$ 2,155,720	50	\$ 82,525,569	389	\$ 12,186,470	67	\$ 69,576,787	325	-16%	-16%
July	\$ 5,950,672	71	\$ 88,476,241	460	\$ 3,301,660	53	\$ 72,878,447	378	-18%	-18%
August	\$ 5,473,427	64	\$ 93,949,668	524	\$ 3,283,700	41	\$ 76,162,147	419	-20%	-19%
September	\$ 2,674,832	69	\$ 96,624,500	593	\$ 1,400,426	29	\$ 77,562,573	448	-24%	-20%
October	\$ 4,471,771	58	\$ 101,096,271	651	\$ 5,478,852	43	\$ 83,041,425	491	-25%	-18%
November	\$ 7,741,297	52	\$ 108,837,568	703	\$ 3,590,522	45	\$ 86,631,947	536	-24%	-20%





City of Vernon
Building Department
Monthly Report from 11/1/2019 to 11/30/2019

Type	Value	# of Permits
Electrical	\$318,389.75	14
Industrial - Addition	\$600,000.00	1
Industrial - Remodel	\$488,350.00	6
Mechanical	\$1,527,764.75	11
Miscellaneous	\$196,041.75	5
Plumbing	\$39,000.00	4
Roof	\$420,976.00	4
<hr/>		
November 2019 TOTALS PERMITS:	\$3,590,522.25	45
PREVIOUS MONTHS TOTAL	\$83,041.425.00	491
<hr/>		
YEAR TO DATE TOTAL	\$86,631,947.20	536
November 2018 TOTALS PERMITS:	\$7,741,297.00	52
PREVIOUS MONTHS TOTAL	\$101,096,271.40	651
<hr/>		
PRIOR YEAR TO DATE TOTAL	\$108,837,568.40	703

Daniel Wall
Director of Public Works



City of Vernon
Building Department
New Buildings Report - November 2019

None

A handwritten signature in blue ink that reads "Daniel Wall".

Daniel Wall
Director Public Works



City of Vernon
Building Department
Demolition Report - November 2019

None

A handwritten signature in blue ink that reads "D-Wall".

Daniel Wall
Director of Public Works



**City of Vernon
Building Department
Major Projects from 11/1/2019 to 11/30/2019
Valuations > 20,000**

Permit No.	Project Address	Tenant	Description	Job
Electrical				
B-2019-3714	3049 VERNON AVE APN 6303005034	Smithfield	Machine room ventilation upgrades	37889.75
B-2019-3736	5950 ALCOA AVE APN 6310027028		Electrical - Water system and waste water system upgrade to double capacity	100000
B-2019-3622	2775 26TH ST APN 5169029020		Run conduit and wire for water cleaning system.	36000
B-2019-3783	3201 BANDINI BLVD APN 6303001008		New ceiling lights and outlet for new office area	50000
B-2019-3830	3201 BANDINI BLVD APN 6303001008		Replace existing electrical service with new	30000
5	Record(s)			\$253,889.75
Industrial - Addition				
B-2019-3532	4201 FRUITLAND AVE APN 6304027018		10,289 s.f. of warehouse space phase 2B F/S occupancy	600000
1	Record(s)			\$600,000.00
Industrial - Remodel				
B-2019-3822	2120 25TH ST APN 6302008006	Gourmet Specialties	Walk in cooler and restroom walls.	70000
B-2019-3515	4915 PACIFIC BLVD APN 6308010022		Tenant Improvement	70000
B-2019-3719	2100 49TH ST APN 6308015077		1934 sq.ft. Tenant improvement, new offices, new restrooms.	50000
B-2019-3779	3855 SOTO ST APN 6302020059	Farmer John	New refrigeration equipment - structural support for refrigeration units	275000
4	Record(s)			\$465,000.00
Mechanical				
B-2019-3780	3855 SOTO ST APN 6302020059		Replace (10) evaporator coils, (1) evaporative condenser, and (1) compressor.	1026873
B-2019-3369	2226 38TH ST APN 6302016028	Hannibal Industries	Installation of ovens(2), spray booth, industrial washer, gas line.	24000
B-2018-3256	5563 ALCOA AVE APN 6310008008		Relocate existing refrigeration equipment and repipe in new area.	56112
B-2019-3711	3049 VERNON AVE APN 6303005034	Smithfield	Machine room ventilation upgrades	75779.75
B-2019-3516	4915 PACIFIC BLVD APN 6308010022		Tenant Improvement - New rooftop units. Work done.	25000

B-2019-3534	4201 FRUITLAND AVE APN 6304027018		Mechanical ventilation for 10,289 s.f. warehouse	50000
B-2019-3787	2651 45TH ST APN 6308005021		Mechanical (Refrigeration) equipment and installation for new cooler, freezer and dock.	233000
7	Record(s)			\$1,490,764.75
Miscellaneous				
B-2019-3691	5100 BOYLE AVE APN 6303028014	BHJ	Refrigeration - new condenser, 4 freezer coils and high pressure receiver.	96527
B-2019-3712	3049 VERNON AVE APN 6303005034	Smithfield	Machine room ventilation upgrades	37889.75
B-2019-3833	2618 FRUITLAND AVE APN 6309018004		Removal of asbestos floor tile and acoustic ceiling. Removal of lead paint from columns and walls.	31625
3	Record(s)			\$166,041.75
Roof				
B-2019-3817	4901 FRUITLAND AVE APN 6304012012		Roofing - remove existing layer 10,500 sf	47250
B-2019-3828	3420 VERNON AVE APN 6303011047		Re-roof permit	50726
B-2019-3831	4550 MAYWOOD AVE APN 6304022045		install Title 24 compliant white roof coating system to an approx. 37,000 sf building using 6 gallons of emulsion 1 ply polyester & 3 gallons of tropical 911 white roof coating system	62500
B-2019-3834	5601 DOWNEY RD APN 6310002031		no tear off. spay tropical #921 white elastomeric coating system to roof. also replace 32 skylights (like for like)	260500
4	Record(s)			\$420,976.00
24	Permit(s)		Total	\$3,396,672.25

Daniel Wall

Director of Public Works



City of Vernon
Building Department
Status of Certificates of Occupancy Requests
Month of November 2019

Request for Inspection	15
Approved	22
Pending	348
Temporary Occupancies	14

A handwritten signature in blue ink that reads "Daniel Wall".

Daniel Wall
Director of Public Works

**City of Vernon
Certificate of Occupancy
Applications Date From 11/1/2019 to 11/30/2019**

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
	C-2019-1394	2137 37TH ST APN 6302010015	Spirit Clothing	Garment warehouse and manufacturing	1,046.00	23810
	C-2019-1395	2357 49TH ST APN 6308015044	Roomy, Inc.	Lady garment manufacturing	385.00	3000
	C-2019-1396	5500 SOTO ST APN 6310015021	Denim Fever Inc.	Cutting manufacturing	885.00	32000
	C-2019-1397	5685 ALCOA AVE APN 6310008009	QX Logistix LLC	Warehousing garments	1,207.00	116450
	C-2019-1398	4875 PACIFIC BLVD APN 6308009024	American Turnkey Fabricators	Manufacturing machine parts	885.00	15794
	C-2019-1399	4724 BOYLE AVE APN 6303020002	Price Power USA, Inc.	Warehouse general merchandise	1,046.00	52134
	C-2019-1400	2060 37TH ST APN 6302012005	All Pro HVAC	Fabrication of sheet metal	385.00	5000
	C-2019-1401	4371 49TH ST APN 6304025006	Latigo, Inc.	Clothing Manufacturing	885.00	24000
	C-2019-1402	3278 26TH ST APN 6303002021	K2 USA Inc.	Fabric cutting	885.00	10000
	C-2019-1403	5218 SANTA FE AVE APN 6309002006	DAT Store, Inc. dba Ben's General Store	Retail, food and market	885.00	6900
	C-2019-1404	5218 SANTA FE AVE APN 6309002006	DAT Store, Inc. dba Ben's General Store	Retail, Market, Food	385.00	6900
	C-2019-1405	2213 38TH ST APN 6302013026	Krystal Enterprises LLC	Code update	385.00	759
	C-2019-1393	3130 LEONIS BLVD APN 6303025009	R5 DESIGN AND MARKETING LLC DBA STAR STATUS ENERGY	Office and showroom	385.00	400
	C-2019-1391	2115 ANDERSON ST APN 6308019030	PAQUETERIA HR EXPRESS INC	Warehousing and distribution of general merchandise	385.00	2860
	C-2019-1392	4423 HAWTHORNE APN 6308013017	SJC PRODUCE, INC. DBA GREEN ISLAND PRODUCE	Warehousing (refrigerated) of produce	385.00	9800
Total for Certificate of Occupancy:					10,419.00	309,807.00
15	Permits(s)				Total Fees Paid	10,419.00

City of Vernon
Certificate of Occupancy
Issued Date From 11/1/2019 to 11/30/2019

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
11/4/2019	C-2019-1339	4100 BANDINI BLVD APN 6304005019	AT&T	Cell site	385.00	230
11/18/201	C-2019-1393	3130 LEONIS BLVD APN 6303025009	R5 DESIGN AND MARKETING LLC DBA STAR STATUS ENERGY	Office and showroom	385.00	400
11/25/201	C-2016-0320	3009 BANDINI BLVD APN 6303002014	SNP TRADING INC	Warehousing of general merchandise	689.00	11000
11/25/201	C-2018-0897	5500 BOYLE AVE APN 6310007008	STYLE MELODY INC	Warehousing of garments	1,207.00	102400
11/25/201	C-2015-0056	4567 LOMA VISTA APN 6304022059	Rose Meat Services, Inc. DBA Glen Rose Meat Co.	Warehousing of meat (refrigerated)	0.00	20000
11/25/201	C-2017-0848	2646 DOWNEY RD APN 5192025008	PRODUCELAND & TRADING INC DBA DYNASTY PRODUCE & TRADING	Warehousing of produce (refrigerated)	885.00	20853
11/25/201	C-2017-0821	4210 CHARTER ST APN 6304021024	VIVA CONCEPTS LLC	Digital printing	885.00	25000
11/25/201	C-2019-1215	5111 HAMPTON ST APN 6308010032	PEREZ SEWING INC	Manufacturer (sewing contractor)	385.00	3000
11/25/201	C-2019-1323	3031 BANDINI BLVD APN 6303002014	NO.1 BEAUTY & COSMETIC, INC.	Warehousing of beauty supplies	885.00	10887
11/27/201	C-2019-1288	3308 BANDINI BLVD APN 6303008008	ALPHA VERNON TRUCK SERVICES	Storage of tires	385.00	500
11/27/201	C-2018-1132	2529 CHAMBERS ST APN 6308008011	ON TREND APPAREL, INC.	Warehousing of souvenirs	385.00	3000
11/27/201	C-2019-1235	4444 26TH ST APN 5243018017	ACCO ENGINEERED SYSTEMS INC	Warehousing and distribution of air conditioning equipment	1,046.00	65798
11/27/201	C-2018-1062	2312 38TH ST APN 6302015013	RE/SEAM INC DBA MARYBELLE	Office use	385.00	5000
11/27/201	C-2018-1023	2520 ALAMEDA ST APN 6302009045	DULCE ALAMEDA STREET LLC DBA CAFE DULCE	Restaurant	0.00	1280
11/27/201	C-2018-1054	4697 48TH ST APN 6304019024	PETTO INC	WAREHOUSING OF GENERAL MERCHANDISE	385.00	4000
11/27/201	C-2019-1197	2375 27TH ST APN 6302008019	KOCAL TRADING CO. LLC	Warehousing and distribution of apparel	885.00	7500

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
11/27/201	C-2019-1198	2385 27TH ST APN 6302008016	KOCAL TRADING CO LLC	Warehousing and distribution of apparel	385.00	3000
11/27/201	C-2018-1005	4471 SANTA FE AVE APN 6308012016	NEW CROWN WHOLESALE INC.	Warehousing and distribution of general merchandise	885.00	33600
11/27/201	C-2018-1000	5075 SANTA FE AVE APN 6308015013	JACOB SUPPLIES INC DBA HEART AND HIPS	Warehousing and distribution of clothing	885.00	30000
11/27/201	C-2019-1208	3311 SLAUSON AVE APN 6310005010	ADS LOGISTICS CO LLC	Warehousing and distribution of steel	885.00	37420
11/27/201	C-2019-1392	4423 HAWTHORNE APN 6308013017	SJC PRODUCE, INC. DBA GREEN ISLAND PRODUCE	Warehousing (refrigerated) of produce	385.00	9800
11/27/201	C-2019-1391	2115 ANDERSON ST APN 6308019030	PAQUETERIA HR EXPRESS INC	Warehousing and distribution of general merchandise	385.00	2860
Total for Certificate of Occupancy:					12,987.00	397,528.00
					Total Fees Paid	12,987.00
22 Permits(s)						

City Council Agenda Item Report

Agenda Item No. COV-535-2019

Submitted by: Alexis Amado

Submitting Department: City Administration

Meeting Date: January 7, 2020

SUBJECT

Purchase Contract with Motorola Solutions, Inc. for CrimeReports Plus Online System

Recommendation:

- A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378; and
- B. Approve and authorize the City Administrator to execute the Subscription Services Agreement with Motorola Solutions, Inc., in substantially the same form as submitted, in the amount not to exceed \$2,250.00 for an initial term of one year beginning January 7, 2020 and up to two annual renewal terms.

Background:

The Information Technology Division is recommending the purchase of the CrimeReports Plus online system from Motorola Solutions, Inc. ("Motorola"). CrimeReports Plus is a subscription based platform that aids law enforcement in its promotion of two-way dialogue with the community, and improves public and media perception by proactively sharing local crime information and providing visibility to agency operations. Crime data from Records Management or Computer-Aided Dispatch systems (RMS/CAD) is automatically published in an online, interactive map. Transparent and timely communication increases public confidence and reduces the need to fulfill individual information requests which results in a greater level of agency efficiency. Citizens may sign up to receive alerts, as well as customized daily, weekly, or monthly updates on any number of crime types. Along with the software, the subscription includes access to Motorola's support team in order to resolve various issues that may arise throughout the year.

As part of the City's initiative to upgrade its communications, this software platform has been identified as a useful tool to augment recent investments in infrastructure and equipment improvements. Staff proposes that City Council approve the purchase from Motorola for its annual subscription based CrimeReports Plus platform.

City Council approval is required for this purchase pursuant to Vernon Municipal Code Section 2.17.02(B) as in the last 12 months, the City has awarded the vendor more than \$100,000 in contracts. The purchase contract terms have been reviewed and approved as to form by the City Attorney's office.

Fiscal Impact:

The fiscal impact of this purchase is \$750.00 for each one year period with a total not to exceed \$2,250.00. This purchase has not been budgeted for, but funds are available under account 011.9019.520010 and will be budgeted accordingly in subsequent years.

ATTACHMENTS

- [1. Purchase Contract with Motorola Solutions, Inc. for CrimeReports System](#)



VERNON POLICE DEPARTMENT

CrimeReports (1)

09/19/2019

Billing Address:
VERNON POLICE DEPARTMENT
4305 SANTA FE AVE
VERNON, CA 90058
US

Quote Date:09/19/2019
Expiration Date:12/18/2019
Quote Created By:
Ryan Zidar
Ryan.Zidar@
motorolasolutions.com
773-497-1399

Customer:
VERNON POLICE DEPARTMENT
ERNESTO SMITH
esmith@ci.vernon.ca.us
(323) 826-3697

Line #	Item Number	Description	Qty	Term	Sale Price
	Crime Reports				
1	SSV00S01153A	COMMANDCENTRAL CAMERA REGISTRATION*	1		\$0.00
2	SSV00S01012A	NEW CRIME REPORTS PLUS SUBSCRIPTION*	1	1 YEAR	\$750.00

Grand Total **\$750.00(USD)**

Notes:

- **PLEASE BE ADVISED:** Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.

* Additional information is required for one or more items on the quote for an order.



CRIMEREPORTS OVERVIEW – SCOPE OF WORK

DESCRIPTION SUMMARY

CrimeReports Plus helps law enforcement agencies promote two-way dialogue with their community, and improve public and media perception by proactively sharing local crime information and providing visibility to agency operations. Crime data from Records Management or Computer- Aided Dispatch systems (RMS/CAD) is automatically published in an online, interactive map. Transparent and timely communication increases public confidence and reduces the need to fulfill individual information requests—saving your agency time and money.

Enable willing citizens and businesses to register the location of fixed personal and commercial video cameras. Use with CommandCentral applications to view the location of registered cameras and quickly contact the person/business when there is a crime to aid in emergency response and investigations.

FEATURES & CAPABILITIES

Increase Information Sharing With Anonymous Tipping and Camera Registration

Citizens can send tips related to crimes already listed on the map to aid investigations, as well as for non-reported crimes. And while tips are anonymous and encrypted, agencies can communicate with the tipster through email to gain further information.

Keep Your Community Informed and Engaged

An interactive map allows citizens to easily understand where recent crimes have occurred and how crime reports are trending. Citizens can sign up to receive local agency alerts, as well as customized daily, weekly, or monthly updates on a variety of crime types.

Connect With Your Community

A CrimeReports Plus subscription empowers agencies to take a strong approach with more data, more analytics, and the opportunity to promote the agency's profile.

Specifications

- Data Feed: Automatically publish the most up-to-date crime information for up to the last 24 months.
- Incident Details: Provide the public with detailed information about crimes and 9-1-1 calls for increased agency transparency.
- Sex Offender Data: Increase awareness of sex offender locations through federally-syndicated offender information.
- Crime Trending Analytics: Display basic trends over time that show if crime has been increasing or decreasing.
- Mobile Application: Citizens can download the CrimeReports mobile application (iOS or Android) to get instant alerts and submit tips wherever they are.
- Greater Data Capacity and Daily Data Feed: Display up to the last 24 months of data with daily updates.
- Contextualized Analysis: Upload shapefiles to define neighborhoods, districts, or other areas to better understand the data.
- Expanded Analytics: More charts show detailed crime trends for up to 24 months.



- Social Media Engagement: Share your agency's website and social media channels to build rapport with the public.□
- Agency Branding: Create a branded experience featuring your agency logo and header colors, and focused views displaying only data from your agency.□
- Embed Crime Maps: Easily copy the embed code and publish the interactive map to further share CrimeReports across other agency or community websites.□
- Anytime Data Access API: Use the Socrata Open Data API for advanced, real-time analysis or to easily integrate data into other business intelligence reporting tools.□

SUPPORT AND WARRANTY

Motorola Solutions' Technical Support is available to the customer during regular business hours, Monday through Friday 8 am to 5 pm MST. Critical support issues are supported 24 hours a day, 7 days a week. The support plan offered for CommandCentral Analytics and CrimeReports is as follows:

- Unlimited email technical support.□
- Unlimited telephone support.□
- Unlimited minor upgrades with bug fixes.□
- Unlimited minor upgrades that enhance the usability of the software.□
- Unlimited major upgrades, additional modules, and functionality that enhance the usability of the software.□
- Changes to integration in instances where agency switches RMS/CAD database systems at no cost to the agency.□

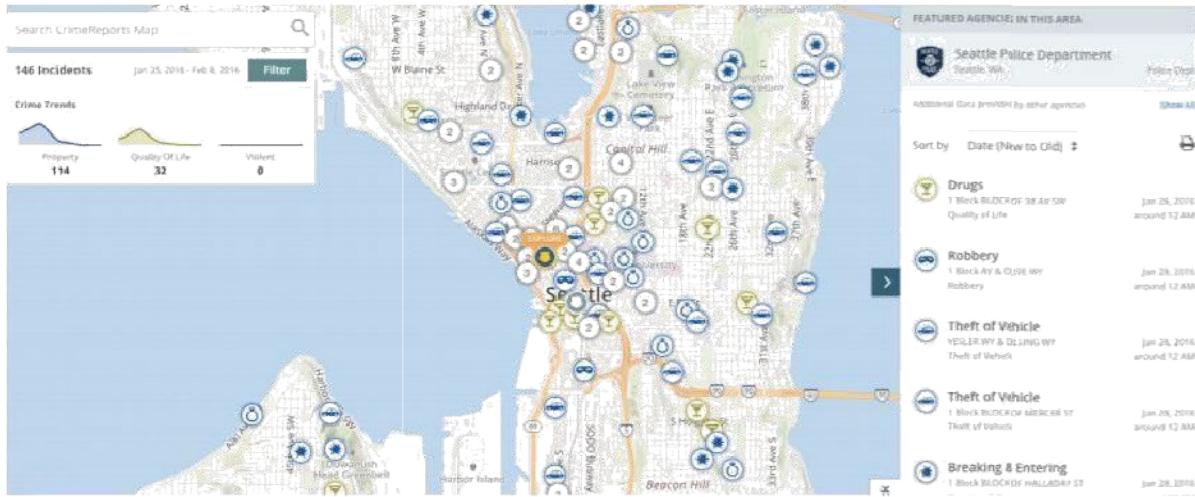
In general, Motorola Solutions' approach to managing subscription based projects is as follows:

- Team assignment and management. Motorola Solutions will assign a specific team to cover product and project management, integration, data center management, additional product feature development (if needed), and training and implementation. A single team leader who has a strong background in data center development and project management will manage the team.□
- Objectives development. Cooperatively developing the overall objectives and mapping specific functionality to fulfillment.□



CRIMEREPORTS powered by Socrata

INFORM, BUILD TRUST AND ENGAGE WITH YOUR COMMUNITY



The screenshot displays the CrimeReports web application interface. On the left, there is a search bar and a summary of 146 incidents for the period of Jan 25, 2016, to Feb 8, 2016. Below this, a 'Crime Trends' section shows three line graphs for Property (194), Quality of Life (32), and Violent (0). The main area is a map of Seattle with numerous blue circular markers representing incidents. On the right side, a 'FEATURED AGENCY: IN THIS AREA' section highlights the Seattle Police Department. Below this, a list of incidents is shown, sorted by date (new to old). The incidents listed are:

- Drugs**: 1 Block BLOCK OF 38th St W, Quality of Life, Jan 26, 2016 around 12 AM
- Robbery**: 1 Block AV & OLIVE WY, Robbery, Jan 26, 2016 around 12 AM
- Theft of Vehicle**: 1 Block YEGLE WY & OLING WY, Theft of Vehicle, Jan 26, 2016 around 12 AM
- Theft of Vehicle**: 1 Block BLOCK OF MERRILL ST, Theft of Vehicle, Jan 26, 2016 around 12 AM
- Breaking & Entering**: 1 Block BLOCK OF HILLDAVE ST, Jan 26, 2016



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Custom of use and Purchase Terms and Conditions govern the purchase of the Products.

SUBSCRIPTION SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola Solutions") and _____ ("Customer") enter into this Subscription Services Agreement ("Agreement") pursuant to which Customer will purchase and Motorola Solutions will sell a subscription to access the subscription services described below. Motorola Solutions and Customer may be referred to individually as a "Party" and collectively as the "Parties."

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

"Anonymized" means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

"Customer Data" means Native Data provided by Customer to Motorola Solutions hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola Solutions.

"Deliverables" means all written information (such as reports, analytics, Solution Data, specifications, designs, plans, drawings, or other technical or business information) that Motorola Solutions prepares for Customer in the performance of the Services and is obligated to provide to Customer pursuant to the applicable Statement of Work. The Deliverables, if any, are more fully described in the Statement of Work.

"Documentation" means the technical materials provided by Motorola Solutions to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

"Effective Date" means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.



“Feedback” means comments or information, in oral or written form, given to Motorola Solutions by Customer, in connection with or relating to the Solution and Subscription Services.

“Force Majeure” which means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Licensed Product” means 1) Software, whether hosted or installed at Customer’s site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

“Native Data” means data that is created solely by Customer or its agents.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

“Software” means the Motorola Solutions owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

“Solution” means collectively, the Software, servers and any other hardware or equipment operated by Motorola Solutions and used in conjunction with the Subscription Services.

“Solution Data” means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola Solutions, its vendors or other data sources and data that has been manipulated or retrieved using Motorola Solutions know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

“Statement of Work” If included, the Statement of Work (“SOW”) describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola Solutions will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

“Subscription Services” means those subscription services to be provided by Motorola Solutions to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola Solutions, as applicable.

“Users” means Customer’s authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2. SCOPE

2.1 Subscription Services. Motorola Solutions will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola Solutions will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola Solutions (“Incorporated Document(s)”), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Agreement, the Addendum will



govern resolution of the conflict. Motorola Solutions and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.

2.2 **Changes.** Customer may request changes to the Services. If Motorola Solutions agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 **Non-solicitation.** During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola Solutions personnel who is involved directly with providing any of the Services.

3. TERM

3.1 **Term.** Unless a different Term is set forth in an applicable Addendum or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement automatically renews annually on the anniversary of the Effective Date for up to two (2) more additional years, unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of this Agreement.

3.2 **Minimum Initial Term.** For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Agreement will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term up to a maximum time of three (3) years from the Effective Date, unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Agreement, including non-payment of fees for the renewal period by the anniversary date.

3.3 **Renewals.** The terms and conditions of the Agreement and will govern any renewal periods.

4. **CUSTOMER OBLIGATIONS.** Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola Solutions from performing its responsibilities.

4.1 **Access.** To enable Motorola Solutions to perform the Subscription Services, Customer will provide to Motorola Solutions reasonable access to relevant Customer information, personnel, systems, and office space when Motorola Solutions' employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 **Customer Information.** If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola Solutions concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola Solutions to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola Solutions may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.



4.3 **Risk of Loss.** If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola Solutions' instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola Solutions or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

4.4 **Equipment Title.** Unless Customer is purchasing equipment pursuant to the terms in the Addendum entitled "Equipment Purchase" and unless stated differently in this Agreement or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola Solutions at all times. Any sale of equipment pursuant to this Agreement will be governed by the terms and conditions set forth in the Equipment Purchase Addendum.

4.5 **Enable Users.** Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

4.6 **Non-preclusion.** If, as a result of the Subscription Services performed under this Agreement, Motorola Solutions recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola Solutions from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5. Subscription Fees.

5.1 **Recurring Fees.** Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola Solutions, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola Solutions will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola Solutions will issue an invoice for the annual subscription fees for the following year.

5.1.1 **No Purchase Order Requirement.** For a Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola Solutions to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscription agreements.

5.2 **Start Up Fees.** Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola Solutions will submit an invoice for the start up fees on the Effective Date.

5.3 **Fee Change.** Motorola Solutions reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Motorola Solutions reserves the right to terminate Service for non-payment of fees.

5.4 **No Price Guarantee.** Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other similar low price guarantees.



5.5 **Taxes.** The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola Solutions is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola Solutions the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola Solutions will be solely responsible for reporting taxes on its income or net worth.

6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 **Acceptance.** The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 **Schedule.** All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 **Licensed Products.** Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola Solutions that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 **Proprietary Rights.** Regardless of any contrary provision in the Agreement, Motorola Solutions or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing Services to Customer remain vested exclusively in Motorola Solutions, and this Agreement does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Agreement.

8. DATA AND FEEDBACK

8.1 **Solution Data.** To the extent permitted by law, Motorola Solutions, its vendors and licensors are the



exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola Solutions grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 Customer Data. To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola Solutions and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Solutions Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola Solutions a license to sell an Anonymized version of Customer Data for any purpose.

8.3 Feedback. Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola Solutions. Motorola Solutions is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola Solutions' receipt of the Feedback does not imply or create recognition by Motorola Solutions of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola Solutions that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola Solutions and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola Solutions.

9 WARRANTY

9.1 "AS IS". THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola Solutions to Customer (collectively, "Recommendations"). Motorola Solutions makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 Availability and Accuracy. Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola Solutions' control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola Solutions does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola Solutions has provided such guarantee.

9.3 Equipment Sale. Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

10. DISCLAIMERS

10.1 Existing Equipment and Software. If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.



10.2 **Privacy.** Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola Solutions will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola Solutions nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola Solutions harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola Solutions for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola Solutions gives Customer prompt, written notice of any such claim or suit. Motorola Solutions shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 **Social Media.** If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola Solutions nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola Solutions harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola Solutions for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola Solutions gives Customer prompt, written notice of any such claim or suit. Motorola Solutions shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4 **Misuse.** Motorola Solutions reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11. LIMITATION OF LIABILITY

11.1 **Liability Limit.** Except for personal injury or death, Motorola Solutions' total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA SOLUTIONS.** This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise



relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

11.2 Additional Disclaimers. MOTOROLA SOLUTIONS DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA SOLUTIONS; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 Essential term. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

12 DEFAULT AND TERMINATION

12.1 Default By a Party. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola Solutions may stop work on the project until it approves the Customer's cure plan.

12.2 Failure To Cure. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola Solutions reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola Solutions with detailed invoices substantiating the charges.

12.3 No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 Cancellation Fee. If an Initial Minimum Term applies and Customer terminates prior to the end of the



Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

12.5 **Return of Discount.** If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 **Return Confidential Information.** Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 **Connection Terminated.** Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola Solutions will no longer extract any Customer Data.

12.8 **Equipment Return.** Any equipment provided by Motorola Solutions for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola Solutions reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9 **Five Year Term.** Motorola Solutions provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13. DISPUTES

13.1 **Settlement.** The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2 **Litigation.** A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14. SECURITY.

14.1 **Industry Standard.** Motorola Solutions will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Agreement, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy



("CJIS"), Motorola Solutions will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

14.2 **Background checks.** Motorola Solutions will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

14.3 **Customer Security Measures.** Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola Solutions disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola Solutions further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola Solutions reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola Solutions' own security measures.

14.4 **Breach Response Plan.** Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. **Treatment of Confidential Information.** During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola Solutions' Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

15.1.2. **Ownership of Confidential Information.** The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 **Proprietary Solution.** Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola Solutions or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the



strictest confidence.

15.2.2. **Ownership.** Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola Solutions owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola Solutions' request and expense, Customer will execute all papers and provide reasonable assistance to Motorola Solutions to enable Motorola Solutions to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.3 **Remedies.** Because Licensed Products contain valuable trade secrets and proprietary information of Motorola Solutions, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola Solutions for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola Solutions reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola Solutions' Property Rights, or the unauthorized use of Motorola Solutions' Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

16. GENERAL

16.1 **Future Regulatory Requirements.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 **Compliance with Applicable Laws.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola Solutions' prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola Solutions, and Customer warrants and represents to Motorola Solutions that Customer has all rights necessary to provide such Customer Data to Motorola Solutions for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola Solutions from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

16.3 **Audit.** Motorola Solutions reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

16.4 **Assignability.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void.



Notwithstanding the foregoing, Motorola Solutions may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola Solutions separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola Solutions may, without the prior written consent of the other Party and at no additional cost to Motorola Solutions, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola Solutions and its affiliates, to the extent applicable) following the Separation Event. Motorola Solutions may subcontract any of the work, but subcontracting will not relieve Motorola Solutions of its duties under this Agreement.

16.5 Subcontracting. Motorola Solutions may subcontract any portion of the Subscription Services without prior notice or consent of Customer.

16.6 Waiver. Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.7 Severability. If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.8 Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.9 Headings. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.10 Governing Law. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of law principles.

16.11 Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

16.12 Authority To Execute Agreement. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.13 Return of Equipment. Upon termination of the contract for any reason, Customer shall return to Motorola Solutions all equipment delivered to Customer, if any.

16.14. Survival Of Terms. The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights); and all General provisions in Section 16.



16.15. **ENTIRE AGREEMENT.** This Agreement and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

CUSTOMER

MOTOROLA SOLUTIONS, INC.

BY: _____

BY: James Stowe

NAME: _____

NAME: James Stowe

TITLE: _____

TITLE: Area Sales Manager

DATE: _____

DATE: 11/12/19

BILL TO ADDRESS:

MOTOROLA SOLUTIONS, INC.

Name: _____

BY: Giles Tlpsword

Address: _____

NAME: Giles Tlpsword

Address: _____

TITLE: Area Sales Manager

Phone #: _____

DATE: 11/12/19

FINAL DESTINATION:

SHIP TO ADDRESS:

Name: _____

Name: _____

Address: _____

Address: _____

Address: _____

Address: _____

Phone #: _____

Phone #: _____



ADDENDUM DIGITAL EVIDENCE MANAGEMENT SOLUTION

The following additional terms will apply to Subscription Services from Motorola Solutions' Digital Evidence Management Solution.

If any term in this Attachment conflicts with a term in the main body of the Agreement, this Attachment will govern.

1. DATA STORAGE. Motorola Solutions will determine, in its sole discretion, the location of the stored content for CommandCentral Vault Services. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

2. DATA RETRIEVAL. CommandCentral Services will leverage different types of storage to optimize the Subscription Services, as determined in Motorola Solutions' sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola Solutions will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola Solutions will determine the data retrieval speed. Access to content in archival storage may take up to 8 hours to be viewable.

3. API SUPPORT. Motorola Solutions will use commercially reasonable efforts to maintain the Application Programming Interface ("API") offered as part of the CommandCentral Services during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of a 6 month time period after new version is introduced. If support of the API is no longer a commercially reasonable option, Motorola Solutions will provide reasonable advance notification to Customer. If an API presents a security risk to the Subscription Services or the Solution, Motorola Solutions will discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

Commercially reasonable efforts will be made to provide monthly availability of 99.9% with the exception of maintenance windows. There are many factors beyond Motorola Solutions' control that may impact Motorola Solutions' ability to achieve this goal, including but not limited to a Force Majeure.



Additionally, Motorola Solutions will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no work-around; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable work-around. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, Documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

5. MAINTENANCE Scheduled maintenance of CommandCentral Solutions will be performed periodically. Motorola Solutions will make commercially reasonable efforts to notify customers a week in advance. Unscheduled and emergency maintenance may be required from time to time. Motorola Solutions will make commercially reasonable efforts to notify customers of unscheduled or emergency maintenance 24 hours in advance.



6. DEVICES. If Customer elects Motorola Solutions' service option for Devices, such service option will be governed by the additional terms and conditions set forth below in this Section.

6.1. For Devices to be eligible for the Device as a Service ("DaaS") offering the Devices must be on the then current firmware version. The Capture Mobile Camera feature requires the latest version of the Android or iOS operating system. Additionally, Customer's Wi-Fi network must comply with the requirements found below, Wi-Fi Network Requirements. If Customer's Wi-Fi network does not comply with these requirements Customer will be responsible for additional costs that may be incurred related to bring the Wi-Fi network into compliance.

6.2. Smart Interface Device Refresh: Customers who have chosen a 5-year Term for the DaaS offering will receive a new version of the Device 30 months from the start of the Term or as soon as a new version is available. The new version Device must be in the same family as the previously selected model. The refresh will only include the Device. Any carry holders, batteries or other accessories will not be refreshed. The Devices being refreshed must be returned to Motorola Solutions within 60 days of the refreshed devices being shipped. The customer will be invoiced for any devices not returned or returned damaged or nonfunctional. Subject to Motorola Solutions' receipt of all applicable fees for the 5-year service offering, on expiration of the 5-year term title to any covered Devices will pass to Customer.

6.3. If Customer elects a 5-year or greater Term for the DaaS offering, Motorola Solutions will provide the equipment necessary to enable the DaaS. Accessories for the Devices will not be provided and must be purchased separately, if desired.

6.4. Content will be downloadable at any time through the administrative interface during the Term of the Agreement. During the Initial Term, Motorola Solutions may provide general assistance as Customer learns to download or store content. After the Initial Term, additional storage term or assistance with downloading of content may be available for an additional fee.

6.5. Wi-Fi Network Requirements

6.5.1 If any of the below items apply, additional deployment services fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's
- Customer requires multiple upload locations through different internet providers at each site
- Customer has slow internet (<20MBps or higher for 4k video upload)
- Customer doesn't have Wi-Fi
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions
- Customer requires multiple upload locations
- Customer has multicast disabled on their wireless network
- Customer wants to utilize MAC address filtering

6.5.2 The following are not supported:

- Wi-Fi AP's do not support 802.11AC
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite



City Council Agenda Item Report

Agenda Item No. COV-538-2019

Submitted by: Adriana Ramos

Submitting Department: Fire Department

Meeting Date: January 7, 2020

SUBJECT

Purchase Order with Motorola Solutions, Inc. for Twenty (20) GPS Smart Microphones

Recommendation:

A. Find that approval of the proposed action is exempt under the 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. Ratify the execution of Purchase Order No. 011.0014181 to Motorola Solutions, Inc., ("Motorola") for a total amount not to exceed \$6,515.25 for the purchase of twenty (20) GPS Smart Microphones.

Background:

On October 15, 2019, the City of Vernon City Council adopted Resolution No. 2019-46 authorizing the execution of a Memorandum of Understanding (MOU) between the City of Vernon and Consolidated Fire Protection District (LA County Fire) for Battalion Chief Services. Since an LA County Fire Battalion Chief will provide the initial response to calls rising to the level requiring the command and control of a Battalion Chief in accordance with the MOU, it is imperative for Vernon Fire Department personnel to have the proper equipment to communicate with LA County Fire personnel. As such, LA County Fire requires use of the Motorola GPS Smart Microphones for the department's handheld radios. This equipment is a crucial component in firefighting communication within the LA County Fire system.

City Council approval is required pursuant to Vernon Municipal Code Section 2.17.02(B) as in the last 12 months, the City has awarded the vendor more than \$100,000 in contracts. This threshold was exceeded with City Council's approval of a three-year lease purchase agreement in the amount of \$306,600.42 with Motorola in October of 2018 for the purchase of APX 8000 Portable Radios.

Due to the time sensitivity of this matter, the City Administrator authorized the issuance of a purchase order with Motorola. Staff is now seeking to ratify the execution of a purchase order for GPS Smart Microphones in the amount of \$6,515.25.

Fiscal Impact:

The total financial impact of the ratification is \$6,515.25.

ATTACHMENTS

- [1. Motorola Solutions, Inc. Purchase Order 011.0014181](#)

TERMS AND CONDITIONS OF PURCHASE ORDER/CONTRACT (FOR GOODS) - CITY OF VERNON

This is a government contract. The terms are not changed by any words added by Contractor, nor superseded because of any form used by Contractor in the course of business. Any change in terms must be agreed to by an authorized representative of the City, in writing. Acceptance by the City of goods, materials, or services is not an acceptance of Contractor's other terms.

1. Parties: (a) Purchaser: City of Vernon ("City"); (b) Contactor: As set forth on the attached Purchase Order/Contract.
2. Terms: (a) the term "goods" includes goods, material, chattels, equipment, machinery, manufactured articles, merchandise, fixtures, products, software, appliances, and any other items to be supplied pursuant to this Purchase Order/Contract; (b) the term "warranty" includes, warranties, guarantees, representations, and promises.
3. Contractor agrees to furnish the goods, materials, or services described in the Purchase Order/Contract to which this is attached and subject to all terms and conditions of the Purchase Order/Contract, this Attachment to the Purchase Order/Contract, and all other attachments hereto.
4. Contractor agrees to submit all invoices to the address indicated on the Purchase Order/Contract.
5. Contractor agrees to invoice at net prices without federal excise tax or federal fuel tax.
6. Contractor agrees to show on all invoices the name of the department to which goods or services were furnished, and whether the invoice covers complete or partial delivery or performance, the Purchase Order/Contract number, and any applicable cash discount.
7. Contractor agrees to prepay transportation charges and show them separately on all invoices.
8. Contractor agrees to show applicable sales or use tax as separate items on all invoices.
9. Clear title and risk of loss to all materials furnished under the Purchase Order/Contract shall pass to the City upon delivery and loading of conforming goods or materials at the F.O.B. point designated in the Purchase Order/Contract.
10. City shall have no responsibility for payment of over-shipments, goods not delivered due to shortages, theft, or otherwise non-conforming shipments.
11. Any item ordered on the face hereof that is listed in the Safety Orders of the California Division of Industrial Safety shall fully comply with the latest revised requirements of said Safety Orders.
12. The goods shall be tendered by delivery to City at the time and place specified in the Purchase Order/Contract. Contractor is responsible for maintaining and providing proof of delivery. If transportation of the goods is undertaken by an entity other than Contractor, Contractor shall be responsible for and handle all claims against such entity for shortages, damages, theft, and other such occurrences. All goods, materials, and equipment ordered shall, except as otherwise noted in this Purchase Order/Contract, be delivered in a new and unused condition. Unless otherwise specified, all products and goods are to be packed in accordance with the best commercial practice.
13. All automotive equipment delivered to the City shall meet all requirements of the latest revision of the California Vehicle Code and of the Federal Department of Transportation.
14. Contractor warrants to City that all items covered by this Purchase Order/Contract conform to any applicable samples, drawings, specifications, plans, or other descriptions provided by Contractor and expected by City (collectively, "Specifications"). Contractor is not authorized to substitute goods with different Specifications unless agreed to in writing by City. All goods shall be merchantable; fit for City's intended purpose; of good material, workmanship and design, and free from defect. Contractor also guarantees that the goods are of sufficient size or capacity to perform as specified. This Purchase Order/Contract incorporates by reference any and all warranties (express, implied, oral, or written) made by Contractor prior to or at the time this Purchase Order/Contract is accepted, including those contained in brochures, catalogues, advertisements, owner's manuals, etc., provided that in the event of a conflict, the warranty providing the most protection to City shall prevail. All warranties shall survive inspection, acceptance, and payment.
15. Within a reasonable time after delivery of the goods, City shall have the right to inspect the goods to determine their conformity with the Specifications. Thirty (30) days from the date of delivery or installation is deemed to be the reasonable time for City to inspect the goods. If all or any part of the goods are deemed to be non-conforming, City may reject such non-conforming goods, whereupon such rejected goods promptly shall be removed by Contractor at Contractor's cost, and the Purchase Price with respect to such rejected goods either shall be refunded by Contractor if already paid, or shall be reduced if still owing. In either case, if City so directs in writing, Contractor shall promptly replace such non-conforming goods with goods conforming to the Specifications. All direct and incidental costs of rejecting, removing, and replacing such non-conforming goods shall be borne by Contractor.
16. Notwithstanding anything to the contrary contained in the Purchase Order/Contract, in no event shall Contractor be entitled to any payment on account of lost profits or consequential damages in connection with any termination of the Purchase Order/Contract, or otherwise in connection with the Purchase Order/Contract.
17. Prior to the issuance of the Purchase Order/Contract, Contractor may be required to provide to City evidence of insurance. Failure to maintain the required amounts and types of coverage throughout the duration of services supplied shall constitute a material breach of this Purchase Order/Contract and shall entitle the City to terminate this Purchase Order/Contract.
18. **As respects acts, errors, or omissions in the performance under this Purchase Order/Contract, the Contractor agrees to indemnify and hold harmless the City, its officers, elected officials, agents, employees, representatives, and volunteers from and against all claims, demands, defense costs, liability, or consequential damages arising out of the Contractor's negligent acts, errors, or omissions in the performance under the terms of this Purchase Order/Contract or those of Contractor's subcontractors or anyone for whom Contractor is legally liable. As respects all acts or omissions which do not arise directly out of the performance of this Purchase Order/Contract, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, the Contractor agrees to indemnify, defend (at City's option), and hold harmless the City, its officers, elected officials, agents, employees, representatives, and volunteers from and against all claims, demands, defense costs liability, or consequential damages arising out of or in connection with the Contractor's (including Contractor's employees, representatives, subcontractors or anyone for whom the Contractor is legally liable) performance or failure to perform under this Agreement: excepting those which arise out of the sole negligence of City. Contractor shall indemnify and save harmless City from laborers, mechanics', and materialmen's liens upon materials, equipment, work in progress, or the premises on which the work is to be performed.**
19. Contractor shall not perform work on City owned property, and shall not commence work, or cause materials to be delivered to the job site, until so authorized in writing by the Head of the Department (or designee) for whom the work was ordered.
20. Contractor certifies and represents that, during the performance of this Purchase Order/Contract, the Contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, or marital status. Contractor further agrees that it will not maintain any segregated facilities.
21. Contractor shall obtain a City Business License under the terms and conditions of Vernon City Code, Sections 5.20, et seq., where required.

22. Contractor hereby represents, warrants, and certifies that no officer or employee of the Contractor is a director, officer, or employee of the City of Vernon, or a member of any board, commission, or committee, except to the extent permitted by law.
23. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Purchase Order/Contract and/or is paying the amounts to which Contractor is properly entitled to under the Purchase Order/Contract or for other purposes relating to the Purchase Order/Contract. The Contractor shall maintain and preserve all such records for a period of at least 3 years after the termination of the Purchase Order/Contract. The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.
24. It is understood that in the performance of any services herein provided, for Contractor shall be, and is, and independent contractor, and is not an agent or employee of City and shall furnish such services in its own manner and method, except as required by this Purchase Order/Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees are not entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or Workers' Compensation insurance benefits.
25. Contractor shall not assign or transfer this Purchase Order/Contract or any rights hereunder without the prior written consent of the City which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach of Contractor of its obligations under this Purchase Order/Contract.
26. Time is strictly of the essence of this Purchase Order/Contract and each and every covenant, term and provision hereof.
27. The City's waiver of any term, condition, breach or default of this Purchase Order/Contract shall not be considered to be a waiver of any other term, condition, default of breach, not of a subsequent breach of the one waived.
28. The provisions of Vernon's Living Wage Ordinance, Vernon City Code, Sections 2.131, et seq., require that contractors providing labor or services to the City pay employees in accordance with the Ordinance.
29. The City reserves the right to cancel any portion of this Purchase Order/Contract at any time prior to the delivery of goods.
30. This Purchase Order/Contract does not and is not intended to confer any benefit on or create any right exercisable or enforceable by any third party.
31. This Purchase Order/Contract shall be deemed a contract and shall be governed by and construed in accordance with the laws of the State of California. Contractor agrees that the State and Federal courts which sit in the County of Los Angeles, shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.
32. This Purchase Order/Contract, including any Exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral). In case of conflict between the terms of this Purchase Order/Contract and the terms of any other document which is a part of this transaction, the terms of this Purchase Order/Contract shall strictly prevail. Any and all additional terms and conditions must be approved by the City Attorney in writing.
33. If any provision of this Purchase Order/Contract shall be determined to be invalid or unenforceable, such provision shall be deemed to be severed and the remainder of the Purchase Order/Contract shall be given full force and effect.
34. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby, Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. "Force Majeure" shall mean an event beyond the control of either party, which prevents either party from complying with any of its obligations under this Agreement, including but not limited to: (a) any act of God (e.g., fires, explosions, earthquakes, drought); (b) riot or strikes; or (c) acts or threats of terrorism. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Purchase Order/Contract as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Purchase Order/Contract. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force Majeure default, then the City may cancel this Purchase Order/Contract in its entirety at no cost to the City, owing only for goods and services completed to that point,

City Council Agenda Item Report

Agenda Item No. COV-546-2019

Submitted by: Diana Figueroa

Submitting Department: City Administration

Meeting Date: January 7, 2020

SUBJECT

Temporary Advisory Committee to Evaluate the Prospect of Veteran Housing Opportunities in Vernon

Recommendation:

- A. Find that approval of the proposed action is exempt under the California Environmental Quality Act (“CEQA”) 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 even if such action 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. Establish a Temporary Advisory Committee composed of less than a quorum of the Vernon City Council for the sole purpose of evaluating the prospect and feasibility of veteran housing opportunities in Vernon, and assign a maximum of two members of the existing Vernon City Council to serve as participants on the Temporary Advisory Committee.

Background:

In consideration of expressed interest in exploring opportunities related to veteran housing, City staff is recommending the formation of a Temporary Advisory Committee to evaluate the potential need and feasibility of implementation of such housing within Vernon city limits. The Temporary Advisory Committee whose sole purpose would be to assess veterans housing opportunities would work alongside City staff to compile data, inquire with community members, and devise recommendations to be considered. At the conclusion of its due diligence, it is expected that the Temporary Advisory Committee would present any viable option(s) to the Vernon Housing Commission that would iterate the Temporary Advisory Committee's findings, research, and activities.

Some of the potential elements that require exploration are:

- *Community desire for veteran housing within Vernon city limits
- *Possible grant funding opportunities for veteran housing
- *Potential locations/sites for veteran housing

Ultimately, if there is a consensus among the Vernon Housing Commission to implement a veteran housing program in the City, its recommendation(s) will be brought to City Council for review and approval.

Fiscal Impact:

None.

ATTACHMENTS

-

City Council Agenda Item Report

Agenda Item No. COV-550-2019

Submitted by: Lisa Umeda

Submitting Department: Public Utilities

Meeting Date: January 7, 2020

SUBJECT

Access Easement and License Agreement with Sky River Wind, LLC

Recommendation:

- A. Find that approval of the proposed action is exempt from California Environmental Quality Act (“CEQA”) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378;
- B. Approve the Access Easement and License Agreement with Sky River Wind, LLC, in substantially the same form as submitted, to grant access to portions of property located in Kern County owned by the City of Vernon; and
- C. Authorize the City Administrator to execute the Access Easement and License Agreement with Sky River Wind, LLC.

Background:

The City of Vernon owns property located in unincorporated areas of Kern County adjacent to land parcels developed by NextEra Energy Resources, LLC (NextEra) for the purpose of renewable energy generation. NextEra currently owns and operates two wind projects in this area - Sky River Wind Project and North Sky River Wind Project. During the development of the North Sky River Wind Project, the City granted an easement to North Sky River Energy, LLC (North Sky River), a subsidiary of NextEra, to allow access to parts of Vernon-owned Jawbone Canyon Road.

Sky River Wind, LLC (Sky River Wind), also a subsidiary of NextEra, is planning to repower the aforementioned Sky River Wind Project. The proposed Access Easement and License Agreement will grant Sky River Wind legal access to Jawbone Canyon Road to transport equipment for the repowering project. This agreement provides Sky River Wind access to the portions of Jawbone Canyon Road granted in the previous agreement with North Sky River. There will be no material change in the road usage for the Sky River Wind Project repowering. However, unlike the previous easement granted to North Sky River, staff has curtailed the term of the easement such that it is terminable by the City at will (subject to certain conditions). In this way, the City maintains maximum flexibility with respect to minimizing encumbrances on title to the City-owned property.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

Fiscal Impact:

There is no fiscal impact to the City.

ATTACHMENTS

- [1. Access Easement and License Agreement Between City of Vernon and Sky River Wind, LLC](#)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Sky River Wind, LLC
700 Universe Blvd,
Juno Beach, FL 33408
Attention: Orin Shakerdge, Esq.

ACCESS EASEMENT AND LICENSE AGREEMENT

THIS ACCESS EASEMENT AND LICENSE AGREEMENT (this “Access Easement and License Agreement”) is made as of January [__], 2020 (the “Effective Date”), by the CITY OF VERNON, a California chartered city, with an address of 4305 Sante Fe Avenue, Vernon, CA 90058 (“Grantor”), to SKY RIVER WIND, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408 (“Grantee”), a subsidiary of NextEra Energy Resources, LLC, a Delaware limited liability company, with reference to the following recitals:

RECITALS

- A. Grantor owns that certain real property located in the unincorporated areas of Kern County, as described on Exhibit A attached hereto (the “Easement Land”).
- B. Grantor desires to grant to Grantee and Grantee desires to accept from Grantor (i) general easements in, over, across and through a portion of the Easement Land appurtenant to and benefiting the Sky River Wind land, on the terms and conditions set forth herein, and (ii) a revocable, non-exclusive license to access the Easement Land for the purpose of conducting studies, investigations and tests thereon, and the physical components thereof, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. **Easement.** Grantor hereby grants to Grantee non-exclusive easement and right-of-way appurtenant to and benefiting the Sky River Wind land located in, over, across and through the Easement Land to permit Grantee (i) to access utilities, and (ii) to access (or, with the consent of Grantor not to be unreasonably withheld, construct) roads of any type (dirt, gravel or paved), in each case in a manner that is consistent with the Access Requirements (defined below), in each case only for the benefit of the Sky River Wind Project (the “Access Easement”). For the purposes of this Access Easement and License Agreement, “Access Requirements” shall consist of the following: (x) any use of the Access Easement or the License (as defined below) shall be subject to the reasonable conditions Grantor may impose from time to time, including requirements of security, safety, insurance, coordination and advance scheduling, and indemnification; and (y) the use of the Access Easement or the License shall not interfere in any material respect with Grantor’s use of the Easement Land.

2. **License.** Grantor hereby grants to Grantee a revocable, non-exclusive license to access the Easement Land for the purpose of conducting studies, investigations and tests thereon, and the physical components thereof, to the extent reasonably related to Grantee's development of the Sky River Wind Project, in each case in a manner that is consistent with the Access Requirements (collectively, the "License").

3. **Term and Termination.** The term of the Access Easement and License shall be from the Effective Date until terminated by Grantor at its sole discretion, subject to section 8.2, or released or abandoned by Grantee, such termination, release, or abandonment to be in writing and deemed effective pursuant to section 15 below.

4. **No Gift or Dedication.** Nothing contained in this Access Easement and License Agreement shall be deemed to be a gift or dedication of any portion of the Easement Land to or for the general public or for any public use or purpose whatsoever, it being the intention of the parties that the Miscellaneous Easement, the License and rights granted in this Access Easement and License Agreement, as it may be amended or restated, shall be strictly limited to and for the purposes herein expressed with respect to private property solely for the benefit of the parties.

5. **Mortgage Protection.** No breach or violation of this Access Easement and License Agreement or of the restrictions provided herein shall render invalid the lien of any mortgage, deed of trust or similar instrument securing a loan made in good faith and for value with respect to any portion of the Easement Land, but all of the provisions of this Access Easement and License Agreement shall be binding upon and effective against any subsequent owner (including any mortgagee or beneficiary under a deed of trust) who acquires title to the Easement Land, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

6. **Governing Law.** This Access Easement and License Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. **Successors and Assigns; Covenants Running with the Land.** This Access Easement and License Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns, tenants, invitees and licensees, subject to Section 3. Subject to Section 3, all of the provisions of this Access Easement and License Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, without limitation, Section 1457 et. seq. of the California Civil Code.

8. **Mortgage of Access Easement.**

8.1 **Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Access Easement. These various security interests in all or a part of the Access Easement are collectively referred to as a "Mortgage" and each holder of the Mortgage, is referred to as "Mortgagee." Any such Mortgagee shall use the Access Easement only for the uses permitted under this Agreement. Whenever Grantee has

mortgaged an interest under this Section 8, it will give notice of the Mortgage (including the address of the Mortgagee for notice purposes) to Grantor; provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Grantor with respect to such Mortgage until notice is given.

8.2 Notice of Default and Opportunity to Cure. As a precondition to exercising any rights or remedies related to any alleged default by Grantee under the Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. Each Mortgagee shall have the same right to cure any default as Grantee, and/or the same right to remove any improvements or other property owned by Grantee or such Mortgagee located on the Grantor's Property. The cure period for any Mortgagee shall be the later of (i) the end of the Grantee cure period; (ii) thirty (30) days after such Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 8.3. Failure by Grantor to give a Mortgagee notice of default shall not diminish Grantor's rights against Grantee, but shall preserve all rights of the Mortgagee to cure any default and to remove any Improvements or other property of Grantee or the Mortgagee located on the Grantor's Property.

8.4 Mortgagee Liability. Any Mortgagee that does not directly hold an interest in the Access Easement, or whose interest is held solely for security purposes, shall have no obligation or liability under the Agreement prior to the time the Mortgagee succeeds to absolute title to Grantee's interest in the Access Easement and the rights of Grantee under the Agreement. A Mortgagee shall be liable to perform obligations under the Agreement only for and during the period it directly holds such absolute title.

8.5 Certificates and Other Documents. Grantor shall execute any estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under the Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time. Grantor and Grantee shall cooperate in amending the Agreement from time to time to include any provision that may be reasonably requested by Grantee or any Mortgagee to implement the provisions contained in the Agreement or to preserve a Mortgagee's security interest.

8.6 Mortgagee's Right to Enforce Mortgage and Assign Its Interest in Access Easement. A Mortgagee shall have the absolute right: (i) to assign its Mortgage; (ii) to enforce its lien and acquire title to all or any portion of its interest in the Access Easement by any lawful means; (iii) to take possession of and operate all or any portion of its interest in the Access Easement and to perform all obligations to be performed by Grantee under the Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of its interest in the Access Easement by foreclosure or by an assignment in lieu of foreclosure and thereafter, without Grantor's consent, to assign or transfer all or any portion of its interest in the Access Easement to a third party. Any Mortgagee or other party who acquires Grantee's interest in the Access Easement pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Grantee by the Agreement which are incurred or accruing after such Mortgagee or other party no longer has ownership or possession of the Access Easement.

8.7 **New Agreement.** If the Access Easement is foreclosed upon or there is an assignment in lieu of foreclosure, or if the Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights and, within ninety (90) days after such event, Grantee or any Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Grantor for the payment of all Annual Easement Fees or other charges due and payable by Grantee as of the date of such event, then Grantor shall execute and deliver to Grantee or such Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new agreement ("New Agreement") which (i) shall be for a term equal to the remainder of the Term of the Agreement before giving effect to such rejection or termination; (ii) shall contain the same covenants, agreements, terms, provisions and limitations as the Agreement (except for any requirements that have been fulfilled by Grantee or any Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of the Agreement); and (iii) shall include that portion of the Access Easement in which Grantee or such other Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination. If more than one Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the Mortgagee requesting such New Agreement whose Mortgage has lien priority, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. The provisions of this Section 8 shall survive the termination, rejection or disaffirmation of the Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 8 were a separate and independent contract made by Grantor, Grantee and each Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of the Agreement to the date of execution and delivery of such New Agreement, such Mortgagee or other purchaser at a foreclosure sale may use and enjoy the Access Easement, to the extent of its interest, without hindrance by Grantor or any person claiming by, through or under Grantor; provided that all of the conditions for the New Agreement as set forth above are complied with.

9. **Severability.** If any provision of this Access Easement and License Agreement is prohibited or held to be invalid, illegal or unenforceable for any reason, the parties hereto agree to the fullest extent permitted by law that (a) the validity, legality and enforceability of the other provisions shall not be affected or impaired thereby and (b) the parties hereto shall endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid and enforceable provisions, the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.

10. **Complete Understanding.** This Access Easement and License Agreement, constitute the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Access Easement and License Agreement may not be amended except in writing by the parties hereto or their successors.

11. **Article Headings.** Article headings in this Access Easement and License Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Access Easement and License Agreement.

12. **Recordation of the Easement.** Grantee shall accept this Access Easement and License Agreement and cause the same to be recorded in the office of the Kern County Recorder.

13. **Remedies.** In the event of any breach or threatened breach of any provision of this Access Easement and License Agreement, the parties hereto may prosecute any proceedings at law or in equity to enjoin such breach or threatened breach and to recover damages for any such breach. The remedies permitted or available pursuant to the provisions of this Access Easement and License Agreement shall be cumulative and in addition to any rights or remedies available at law or in equity.

14. **Indemnification.** Grantee shall indemnify, defend and hold Grantor, and its officers, employees and agents (collectively, with Grantor, the “Indemnified Parties” and each of them, individually, an “Indemnified Party”) harmless from and against any and all losses, claims, demands, costs, expenses, liens, fines, penalties, liabilities, judgments and damages resulting directly from Grantee’s exercise of any rights granted to Grantee under this Access Easement and License Agreement, provided that Grantee shall not be required to indemnify or hold the Indemnified Parties harmless from and against any loss, claim, demand, cost, expense, lien, fine, penalty, liability, judgment or damages arising from the willful or gross negligent acts or omissions of any Indemnified Party.

15. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named above, (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party or person intended in the Preamble, or (iii) twenty-four (24) hours from proper and timely delivery to an overnight courier service addressed by name and address to the party or persons specified in the Preamble. Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.

17. **Counterparts.** This Access Easement and License Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Access Easement and License Agreement as of the date first set forth above.

GRANTOR:

CITY OF VERNON,
a California chartered city

ATTEST:

By: _____
Name:
Title:

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
Name:
Title:

GRANTOR'S ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

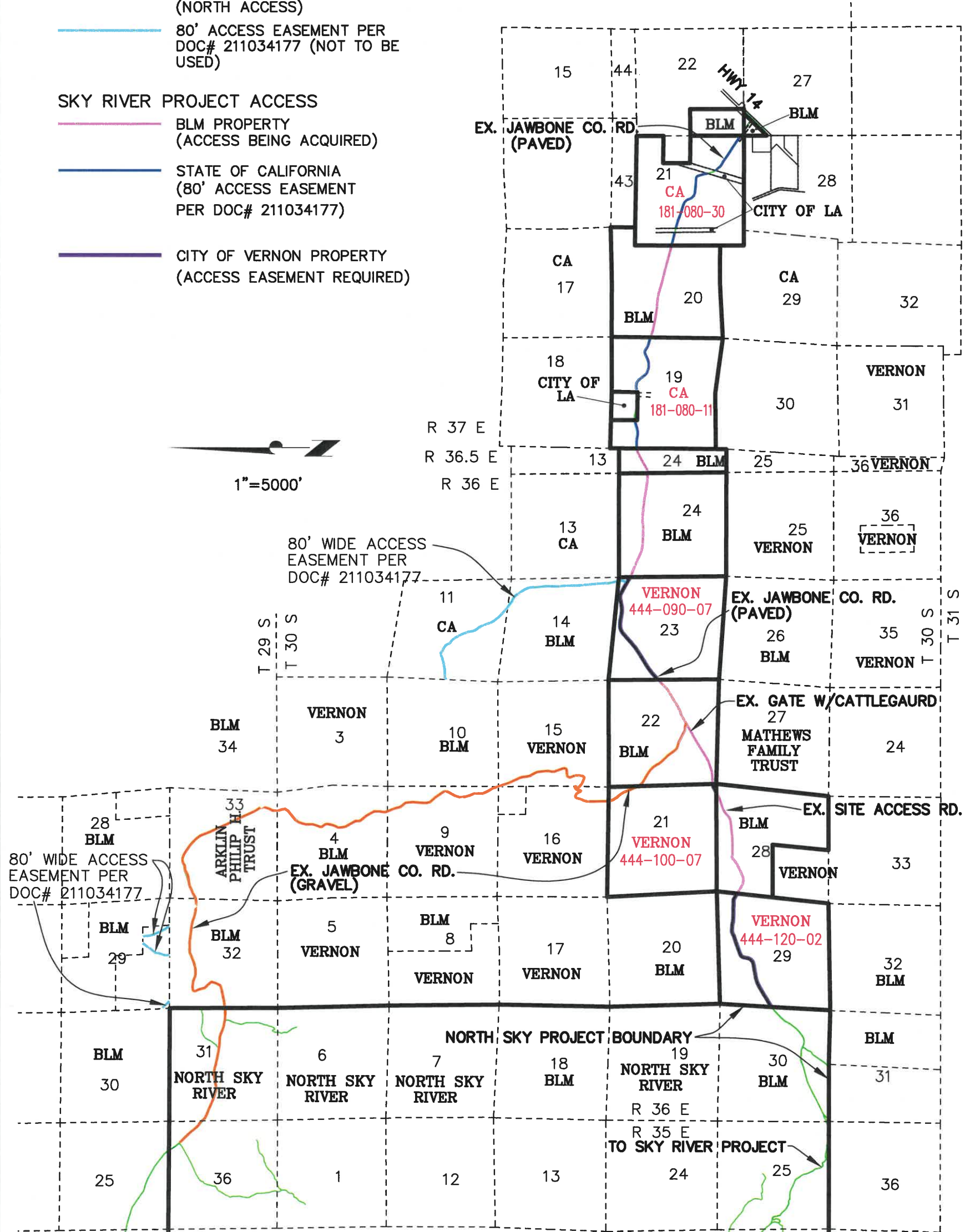
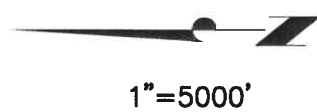
EXISTING JAWBONE CANYON ROAD AND SKY RIVER PROJECT ACCESS EXHIBIT

LEGEND

- PROPERTY BOUNDARY
- SECTION LINE
- EXISTING ROADS
- EX. JAWBONE CO. RD. (NORTH ACCESS)
- 80' ACCESS EASEMENT PER DOC# 211034177 (NOT TO BE USED)

SKY RIVER PROJECT ACCESS

- BLM PROPERTY (ACCESS BEING ACQUIRED)
- STATE OF CALIFORNIA (80' ACCESS EASEMENT PER DOC# 211034177)
- CITY OF VERNON PROPERTY (ACCESS EASEMENT REQUIRED)



SCALE:	1"=5000'
DATE:	9/25/19
DRAWN BY:	DBR
SHEET NO:	1 OF 1
JOB NO:	16-1051-30