



**Agenda
City of Vernon
Regular City Council Meeting
Tuesday, November 17, 2020, 09:00 AM
City Hall, Council Chamber
4305 Santa Fe Avenue
Vernon, California**

**Leticia Lopez, Mayor
Melissa Ybarra, Mayor Pro Tem
William Davis, Council Member
Carol Menke, Council Member
Diana Gonzales, Council Member**

THIS MEETING WILL BE CONDUCTED PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER N-29-20.

The public is encouraged to view the meeting at <http://www.cityofvernon.org/webinar-cc> or by calling (408) 638-0968, Meeting ID 923-9317-5269#.

You may submit comments to PublicComment@ci.vernon.ca.us with the subject line "November 17, 2020 City Council Meeting Public Comment Item #__." Comments received prior to 8 a.m., Tuesday, November 17, 2020, will be read into the record.

CALL TO ORDER

FLAG SALUTE

ROLL CALL

APPROVAL OF THE AGENDA

PUBLIC COMMENT

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

PRESENTATIONS

- 1. Health and Environmental Control Department
[Presentation on Transition Plan for the Exide Facility](#)
Recommendation:
No action required by City Council. This is a presentation only.**

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.

2. City Clerk

[Approval of Minutes](#)

Recommendation:

Approve the November 3, 2020 Special and Regular City Council meeting minutes.

- [1. 20201103 City Council Minutes \(Special\)](#)
- [2. 20201103 City Council Minutes](#)

3. Finance/Treasury

[Operating Account Warrant Register](#)

Recommendation:

Approve Operating Account Warrant Register No. 56, for the period of October 18 through October 31, 2020, which totals \$11,106,222.76 and consists of ratification of electronic payments totaling \$10,844,643.29, ratification of the issuance of early checks totaling \$261,579.47 and voided Check Nos. 606307, 606382 totaling \$100,000.00.

- [1. Operating Account Warrant Register No. 56](#)

4. Finance/Treasury

[City Payroll Warrant Register](#)

Recommendation:

Approve City Payroll Warrant Register No. 773, for the period of October 1 through October 31, 2020, which totals \$3,092,832.24 and consists of ratification of direct deposits, checks and taxes totaling \$2,034,715.45 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$1,058,116.79 paid through operating bank account.

- [1. City Payroll Account Warrant Register No. 773](#)

5. Fire Department

[Fire Department Activity Report](#)

Recommendation:

Receive and file the August 2020 Report.

- [1. Fire Department Activity Report - August 2020](#)

6. Police Department

[Police Department Activity Report](#)

Recommendation:

Receive and file the September 2020 Report.

- [1. Police Department Activity Report – September 2020](#)

7. Public Utilities

[2019 Power Source Disclosure Program Annual Report and Power Content Label Recommendation:](#)

- A. Ratify the submission to the California Energy Commission (CEC) of the attestation signed by Vernon Public Utilities' General Manager, of the veracity of the 2019 Power Source Disclosure Program Annual Report; and
- B. Approve the 2019 Power Content Label and authorize its submission to the CEC.
 - 1. [2019 Power Source Disclosure Program Annual Report](#)
 - 2. [2019 Power Content Label](#)

8. Public Utilities

[Access, License and Reimbursement Agreement with the Water Replenishment District for Destruction of Well No. 5](#)

Recommendation:

- A. Find that the proposed action is exempt from California Environmental Quality Act (CEQA) review, 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 occurs in the future, relying on this approval, would be subject to CEQA review at that time and the Water Replenishment District of Southern California (WRD) would be the lead agency, with oversight by the State Water Resources Control Board (SWRCB); and
- B. Approve and authorize the City Administrator to execute an Access, License and Reimbursement Agreement with WRD, in substantially the same form as submitted, for the purpose of destroying Well No. 5, in an amount sufficient to fund twenty percent of the final costs of destroying Well No. 5 as well as an equal split (1/5) of shared costs included in the Well Destruction Program Project, currently estimated to be in the amount of \$43,000, for a term of twenty years.
 - 1. [Access, License and Reimbursement Agreement with WRD](#)
 - 2. [June 2020 WRD and SWRCB Grant Agreement](#)

9. Public Utilities

[Request to Extend Electric Consumption Hurdle Date from rPlanet Earth Los Angeles, LLC](#)

Recommendation:

- Approve and authorize the City Administrator to grant the request from rPlanet Earth Los Angeles, LLC (Customer) to adjust the established Electric Consumption Hurdle date from January 1, 2021 to January 1, 2022 as a one-time-only exception.
- 1. [Letter from rPlanet Earth Los Angeles, LLC, dated October 6, 2020](#)
 - 2. [Resolution No. 2015-57](#)
 - 3. [Resolution No. 2016-04](#)

NEW BUSINESS

10. Finance/Treasury

[Services Agreement with BLX Group LLC for Financial Advisory Services \(Continued from November 3, 2020\)](#)

Recommendation:

Approve and authorize the City Administrator to execute a services agreement with BLX Group LLC for Financial Advisory Services, in substantially the same form as submitted, in an amount not to exceed \$600,000, for a three-year agreement effective November 3, 2020 for financial advisory services.

[1. Financial Advisory Services Agreement with BLX Group LLC](#)

11. Finance/Treasury

[Software as a Service Agreement with Tyler Technologies for a Citywide Enterprise Resource Planning \(ERP\) Software System, Hosting, Implementation, and Support](#)

Recommendation:

Approve the Software as a Service Agreement with Tyler Technologies, Inc., in substantially the same form as submitted, for the purpose of an upgrade from the current Tyler ERP system (Eden) to a comprehensive ERP software system, which would include modules for Munis, EnerGov, Digital Health Department (DHD), and the Munis Utility Billing Customer Information System (CIS), with funds reserved for a project management consultant in an amount not-to-exceed \$3,439,726 for a three (3) year term.

[1. Software as a Service Agreement with Tyler Technologies, Inc.](#)

12. Public Utilities

[Professional Services Agreement with Northwest Electrical Services, LLC to Perform Technical Design, Controls, Automation and Analytical Services](#)

Recommendation:

A. Find that award of the proposed agreement is in the best interests of the City and, therefore, exempt from the competitive selection process pursuant to Section 2.17.12 (B)(2) of the Vernon Municipal Code; and

B. Approve and authorize the City Administrator to execute a Professional Services Agreement with Northwest Electrical Services, LLC in substantially the same for as submitted, for a term of three years, effective November 17, 2020, in an amount not to exceed \$2,644,782, to provide technical design, controls, automation, construction and analytical services and equipment for the Public Utilities Department.

[1. Services Agreement with Northwest Electrical Services](#)

ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

City Council Reports on Activities (including AB1234), Announcements, or Directives to Staff.

CLOSED SESSION

- 13. PUBLIC EMPLOYEE EVALUATION**
Government Code Section 54957(b)(1)
Position: City Administrator

CLOSED SESSION REPORT

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 12th day of November, 2020.

By: 

Sandra Dolson, Administrative Secretary

Guide to City Council Proceedings

Meetings of the City Council are held the first and third Tuesday of each month at 9:00 a.m. and are conducted in accordance with Rosenberg's Rules of Order (Vernon Municipal Code Section 2.1-1).

Copies of all agenda items and back-up materials are available for review in the City Clerk Department, Vernon City Hall, 4305 Santa Fe Avenue, Vernon, California, and are available for public inspection during regular business hours, Monday through Thursday, 7:00 a.m. to 5:30 p.m. Agenda reports may be reviewed on the City's website at www.cityofvernon.org or copies may be purchased for \$0.10 per page.

Disability-related services are available to enable persons with a disability to participate in this meeting, consistent with the Americans with Disabilities Act (ADA). In compliance with ADA, if you need special assistance, please contact the City Clerk department at CityClerk@ci.vernon.ca.us or (323) 583-8811 at least 48 hours prior to the meeting to assure arrangements can be made.

The **Public Comment** portion of the agenda is for members of the public to present items, which are not listed on the agenda but are within the subject matter jurisdiction of the City Council. The City Council cannot take action on any item that is not on the agenda but matters raised under Public Comment may be referred to staff or scheduled on a future agenda. Comments are limited to three minutes per speaker unless a different time limit is announced. Speaker slips are available at the entrance to the Council Chamber.

Public Hearings are legally noticed hearings. For hearings involving zoning matters, the applicant and appellant will be given 15 minutes to present their position to the City Council. Time may be set aside for rebuttal. All other testimony shall follow the rules as set for under Public Comment. If you challenge any City action in court, you may be limited to raising only those issues you or someone else raised during the public hearing, or in written correspondence delivered to the City Clerk at or prior to the public hearing.

Consent Calendar items may be approved by a single motion. If a Council Member or the public wishes to discuss an item, it may be removed from the calendar for individual consideration. Council Members may indicate a negative or abstaining vote on any individual item by so declaring prior to the vote on the motion to adopt the Consent Calendar. Items excluded from the Consent Calendar will be taken up following action on the Consent Calendar. Public speakers shall follow the guidelines as set forth under Public Comment.

New Business items are matters appearing before the Council for the first time for formal action. Those wishing to address the Council on New Business items shall follow the guidelines for Public Comment.

Closed Session allows the Council to discuss specific matters pursuant to the Brown Act, Government Code Section 54956.9. Based on the advice of the City Attorney, discussion of these matters in open session would prejudice the position of the City. Following Closed Session, the City Attorney will provide an oral report on any reportable matters discussed and actions taken. At the conclusion of Closed Session, the Council may continue any item listed on the Closed Session agenda to the Open Session agenda for discussion or to take formal action as it deems appropriate.

City Council Agenda Item Report

Agenda Item No. COV-413-2020

Submitted by: Veronica Petrosyan

Submitting Department: Health and Environmental Control Department

Meeting Date: November 17, 2020

SUBJECT

Presentation on Transition Plan for the Exide Facility

Recommendation:

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

Background:

Newly appointed trustee of the Exide facility Roberto Puga, P.G of PathForward Consulting, Inc. will deliver a presentation on the transition plan and continuation of the clean up efforts on the site, subsequent to the recent bankruptcy ruling.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

City Council Agenda Item Report

Agenda Item No. COV-370-2020
Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: November 17, 2020

SUBJECT

Approval of Minutes

Recommendation:

Approve the November 3, 2020 Special and Regular City Council meeting minutes.

Background:

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

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [20201103 City Council Minutes \(Special\)](#)
2. [20201103 City Council Minutes](#)

**MINUTES
VERNON CITY COUNCIL
SPECIAL MEETING
TUESDAY, NOVEMBER 3, 2020
CONFERENCE ROOM 3, 4305 SANTA FE AVENUE**

CALL TO ORDER

Mayor Lopez called the meeting to order at 8:03 a.m.

FLAG SALUTE

None.

ROLL CALL

PRESENT: Leticia Lopez, Mayor
Melissa Ybarra, Mayor Pro Tem
William Davis, Council Member
Carol Menke, Council Member
Diana Gonzales, Council Member

STAFF PRESENT:

Carlos Fandino, City Administrator
Arnold Alvarez-Glasman, Interim City Attorney
Lisa Pope, City Clerk

APPROVAL OF THE AGENDA

MOTION

Mayor Pro Tem Ybarra moved and Council Member Davis seconded a motion to approve the agenda. The question was called and the motion carried unanimously.

PUBLIC COMMENT

None.

RECESS

Mayor Lopez recessed the meeting to Closed Session at 8:04 a.m.

CLOSED SESSION

1. **PUBLIC EMPLOYEE EVALUATION**
Government Code Section 54957(b)(1)
Position: City Administrator

RECESS

At 8:55 a.m., Mayor Lopez called a recess. The meeting reconvened to Closed Session at 10:40 a.m. with all Council Members present.

RECONVENE

At 12:00 p.m., Mayor Lopez adjourned Closed Session and reconvened the special meeting.

CLOSED SESSION REPORT

Interim City Attorney Alvarez-Glasman reported that the Council, with all five members present, met in Closed Session, discussed the item on the agenda, and took no reportable action.

ADJOURNMENT

Mayor Lopez adjourned the meeting at 12:00 p.m.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

**MINUTES
VERNON CITY COUNCIL
REGULAR MEETING
TUESDAY, NOVEMBER 3, 2020
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

CALL TO ORDER

Mayor Lopez called the meeting to order at 9:00 a.m.

FLAG SALUTE

Mayor Pro Tem Ybarra led the Flag Salute.

ROLL CALL

PRESENT: Leticia Lopez, Mayor
Melissa Ybarra, Mayor Pro Tem
William Davis, Council Member
Carol Menke, Council Member
Diana Gonzales, Council Member

STAFF PRESENT:

Carlos Fandino, City Administrator
Arnold Alvarez-Glasman, Interim City Attorney
Lisa Pope, City Clerk
Scott Williams, Finance Director
Abraham Alemu, Public Utilities General Manager
Fredrick Agyin, Health and Environmental Control Director (via remote access)
Michael Earl, Human Resources Director
Anthony Miranda, Police Chief
Dan Wall, Public Works Director

APPROVAL OF THE AGENDA

MOTION

Council Member Davis moved and Mayor Pro Tem Ybarra seconded a motion to approve the agenda. The question was called and the motion carried unanimously.

PUBLIC COMMENT

Rosemary Vivero, LA County Fire Community Services Liaison, presented Chief Richard Stillwagon who introduced the members of the Fire Prevention Division, Captain Joseph Williams and Firefighter Specialists, Fernandez, Harris, and Ortiz.

PRESENTATIONS

1. Presentation on City-wide Enterprise Resource Planning System

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

Finance Director Williams presented a PowerPoint.

In response to Council questions, Finance Director Williams discussed modifications and improvements to staff processes; internal controls and security measures; and analysis and long term financial planning provided by the system.

CONSENT CALENDAR

Council Member Gonzales pulled Item No. 10.

MOTION

Council Member Davis moved and Mayor Lopez seconded a motion to approve the Consent Calendar, with the exception of Item No. 10. The question was called and the motion carried unanimously.

The Consent Calendar consisted of the following items:

2. Approval of Minutes

Recommendation: Approve the October 13, 2020 Special and the October 20, 2020 Regular City Council meeting minutes.

3. Operating Account Warrant Register

Recommendation: Approve Operating Account Warrant Register No. 55, for the period of October 4 through October 17, 2020, which totals \$4,527,001.04 and consists of ratification of electronic payments totaling \$4,442,777.83, ratification of the issuance of early checks totaling \$84,223.21 and voided Check No. 606307 totaling \$2,875.32.

4. Public Works Department Monthly Building Report

Recommendation: Receive and file the September 2020 Building Report.

5. April 13, 2021 General Municipal Election

Recommendation: A. Adopt Resolution No. 2020-39 calling and giving notice of an all-mail ballot General Municipal Election to be held on Tuesday, April 13, 2021 for the election of a City Council Member as required by the provisions of the Charter of the City of Vernon; and

B. Adopt Resolution No. 2020-40 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 13, 2021.

6. Loan Vehicle Use Agreement with National Insurance Crime Bureau

Recommendation: Approve and authorize the Police Chief to execute a vehicle use agreement with the National Insurance Crime Bureau (NICB) for continued participation in the loan vehicle program.

7. Drug Enforcement Administration Agreement

Recommendation: Approve and authorize the Police Chief to execute a Surge Program - Funded State and Local Task Force Agreement with the Drug Enforcement Administration

(DEA), Los Angeles Field Division, for continued participation in the Southwest Border Initiative (SWBI) taskforce with an effective date of October 1, 2020.

8. Supplemental Agreement with the Union Pacific Railroad

Recommendation: Adopt Resolution No. 2020-41 approving and authorizing the execution of a Supplemental Agreement by and between the City of Vernon and Union Pacific Railroad Company to approve the City's intent to rebuild the existing overhead wireline crossing to 16.340kV.

9. Addendum to Professional Auditing Services Agreement with White Nelson Diehl Evans, LLP

Recommendation: Approve and authorize the City Administrator to execute an addendum, in substantially the same form as submitted, to the current agreement with White Nelson Diehl Evans, LLP for professional audit services to reflect a name change for the firm.

The following item was pulled from the Consent Calendar for individual consideration:

10. Services Agreement with BLX Group LLC for Financial Advisory Services

Recommendation: Approve and authorize the City Administrator to execute a services agreement with BLX Group LLC for Financial Advisory Services, in substantially the same form as submitted, in an amount not to exceed \$600,000, for a three-year agreement effective November 3, 2020 for financial advisory services.

Finance Director Williams presented the staff report.

In response to Council questions, City Administrator Fandino discussed the Prepaid Gas Agreement and BLX's involvement, offering the State Auditor's 2010 Report as background. He explained the change to PFM Advisory and return to BLX for bonds and compliance reporting. Finance Director Williams explained that staff made recommendations based on the best assessment of the City and the flow of activity for the recent water bond issuance. Public Utilities General Manager Alemu explained that the financial advisory monitored the market and provided recommendations on how to fund the project. He explained that staff recommends the project and the Council makes the ultimate decision on whether or not to implement the project.

Council Member Gonzales requested information on how BLX advised the City on past deals.

Council Member Menke requested information on BLX's involvement in the Prepaid Gas, Power Purchase Tolling Agreement (PPTA), and Kern County project.

City Administrator Fandino explained the prior Administration and Council decisions regarding Prepaid Gas, PPTA, and Kern County.

MOTION

Council Member Menke moved and Council Member Davis seconded a motion to table the matter and direct staff to provide information on BLX's involvement on Prepaid Gas, PPTA, and Kern County projects. The question was called and the motion carried unanimously.

NEW BUSINESS

11. Greater Los Angeles County Vector Control District Annexation No. 2019-07

Recommendation: Adopt a Joint Resolution of the Board of Supervisors, as the Governing Body of the County of Los Angeles, the Consolidated Fire Protection District of Los Angeles County, the Los Angeles County Flood Control District, and the Belvedere Garbage Disposal District, and the Board of Directors of the Greater Los Angeles County Vector Control District, the Los Angeles County Sanitation District No. 1, the Los Angeles County Sanitation District No. 2, the Los Angeles County Sanitation District No. 23, and the Water Replenishment District of Southern California, and the City Council of Vernon, approving and accepting the negotiated exchange of property tax revenue resulting from Annexation No. 2019-07 to the Greater Los Angeles County Vector Control District.

Health and Environmental Control Director Agyin presented the staff report.

MOTION

Council Member Menke moved and Council Member Gonzales seconded a motion to Adopt a Joint Resolution of the Board of Supervisors, as the Governing Body of the County of Los Angeles, the Consolidated Fire Protection District of Los Angeles County, the Los Angeles County Flood Control District, and the Belvedere Garbage Disposal District, and the Board of Directors of the Greater Los Angeles County Vector Control District, the Los Angeles County Sanitation District No. 1, the Los Angeles County Sanitation District No. 2, the Los Angeles County Sanitation District No. 23, and the Water Replenishment District of Southern California, and the City Council of Vernon, approving and accepting the negotiated exchange of property tax revenue resulting from Annexation No. 2019-07 to the Greater Los Angeles County Vector Control District. The question was called and the motion carried unanimously.

ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

City Administrator Fandino provided an update on recent Police activities; Public Works renovation of the street island on District Boulevard near Atlantic Blvd; the Vernon Free Little Library Book Drive; where to find information on vote centers and ballot drop boxes; recent Halloween festivities; and the upcoming Business and Industry Commission meeting on November 12, 2020.

Public Works Director Wall stated the Arroyo Group would be conducting individual meetings with the Council regarding the West Side Specific Plan.

City Council Reports on Activities (including AB1234), Announcements, or Directives to Staff.

None.

RECESS

Mayor Lopez recessed the meeting to Closed Session at 10:11 a.m.

CLOSED SESSION

**12. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1)**

- A. Bicent (California) Malburg LLC et al. v. City of Vernon et al.,
Los Angeles Superior Court Case No. 19STCV08859 and JAMS Reference No. 1100107175
- B. City of Vernon v. Bicent (California) Malburg LLC
Los Angeles Superior Court Case No. 19STCP02411 and JAMS Reference No. 1220062657

RECONVENE

At 10:38 a.m., Mayor Lopez adjourned Closed Session and reconvened the regular meeting.

CLOSED SESSION REPORT

Interim City Attorney Alvarez-Glasman reported that the Council, with all five members present, met in Closed Session, discussed the items on the agenda, and took no reportable action.

ADJOURNMENT

Mayor Lopez adjourned the meeting at 10:39 a.m.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

City Council Agenda Item Report

Agenda Item No. COV-407-2020

Submitted by: John Lau

Submitting Department: Finance/Treasury

Meeting Date: November 17, 2020

SUBJECT

Operating Account Warrant Register

Recommendation:

Approve Operating Account Warrant Register No. 56, for the period of October 18 through October 31, 2020, which totals \$11,106,222.76 and consists of ratification of electronic payments totaling \$10,844,643.29, ratification of the issuance of early checks totaling \$261,579.47 and voided Check Nos. 606307, 606382 totaling \$100,000.00.

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. 56 covering claims and demands presented during the period of October 18 through October 31, 2020, drawn, or to be drawn, from East West Bank for City Council approval.

Fiscal Impact:

The fiscal impact of approving Operating Account Warrant Register No. 56, totals \$11,106,222.76. The Finance Department has determined that sufficient funds to pay such claims/demands, are available in the respective accounts referenced on Operating Account Warrant Register No. 56.

Attachments:

1. [Operating Account Warrant Register No. 56](#)



**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 56
NOVEMBER 17, 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: 11/9/2020

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

Void Checks: 606363, 606382

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 56
NOVEMBER 17, 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	\$ -5,345.70	Recalculation Charges 03/19	202010133147055				
				259				
	055.9200.500150	\$ 296,018.65	Initial Charges 10/20	202010133147055				
				259				
	055.9200.500151	\$ 5.92	Initial Charges 10/20	202010133147055				
				259				
	055.9200.500210	\$ 15,904.13	Initial Charges 10/20	202010133147055				
				259				
	055.9200.500170	\$ -17,404.23	Initial Charges 10/20	202010133147055				
				259				
	055.9200.500190	\$ -8,157.80	Initial Charges 10/20	202010133147055				
				259				
	055.9200.500150	\$ -18,836.75	Recalculation Charges 09/20	202010133147055				
				259				
	055.9200.500190	\$ -713.76	Recalculation Charges 09/20	202010133147055				
				259				
	055.9200.500210	\$ -201.31	Recalculation Charges 09/20	202010133147055				
				259				
	055.9200.500151	\$ 0.09	Recalculation Charges 09/20	202010133147055				
				259				
	055.9200.500170	\$ 2,808.04	Recalculation Charges 09/20	202010133147055				
				259				
						10/19/2020	10356	\$ 264,077.28
002581 - CITY OF RIVERSIDE	055.9200.500180	\$ 143,000.00	Capacity Charges 09/20	257068				
						10/20/2020	10357	\$ 143,000.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 56
NOVEMBER 17, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500180	\$ 225,608.00	Minimum Cost 10/20	PV1020				
	055.9200.500150	\$ 51,815.00	Variable Cost 09/20	PV1020				
	055.122100	\$ 10,000.00	PSF Cost 10/20	PV1020				
						10/20/2020	10358	\$ 287,423.00
001479 - BLOOMBERG FINANCE, LP	055.9200.596200	\$ 5,910.00	Bloomberg Terminal~	5605778586				
						10/20/2020	10359	\$ 5,910.00
000439 - BNSF RAILWAY COMPANY	011.1043.900000	\$ 34,722.43	Widening of Atlantic Blvd Bridge	90200431				
						10/20/2020	10360	\$ 34,722.43
001206 - DELL MARKETING LP	011.9019.520010	\$ 1,231.56	Dell SC2020 Upgrades and Extensions~	10412341386	011.0014494			
	011.9019.520010	\$ 1,847.34	Dell SC2020 Upgrades and Extensions~	10412341386	011.0014494			
	011.9019.520010	\$ 1,231.56	Dell SC2020 Upgrades and Extensions~	10412341386	011.0014494			
	011.9019.520010	\$ 1,847.34	Dell SC2020 Upgrades and Extensions~	10412341386	011.0014494			
						10/20/2020	10361	\$ 6,157.80
001956 - IGNACIO ESTRADA III	011.1031.520000	\$ 138.45	Reimb. Mass Arrest Supplies	093020				
						10/20/2020	10362	\$ 138.45
000399 - GARVEY EQUIPMENT COMPANY	011.1046.520000	\$ 233.98	Parts & Services~	132226	011.0014433			
						10/20/2020	10363	\$ 233.98

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 56
NOVEMBER 17, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000147 - GENERAL PUMP COMPANY, INC	020.1084.900000	\$ 6,285.90	Retention Payment	27370RET				
	020.1084.900000	\$ 64,000.00	Well & Booster Pump Maintenance	28161		10/20/2020	10364	\$ 70,285.90
006660 - GRAFIX SYSTEMS	011.1031.570000	\$ 1,121.87	Digital Print Services	28325		10/20/2020	10365	\$ 1,121.87
004500 - ICE US OTC COMMODITY MARKETS,	055.9200.596200	\$ 1,250.00	OTC Commission Adjustment	920001688088		10/20/2020	10366	\$ 1,250.00
006198 - JRM	055.8100.596200	\$ 51,746.67	Security Services~	4100		10/20/2020	10367	\$ 51,746.67

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 56
NOVEMBER 17, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000209 - MERRIMAC ENERGY GROUP	011.120030	\$ 4,747.88	Diesel Fuel	2204113	011.0014563			
	011.120030	\$ 5.65	AB32 Fee	2204113	011.0014563			
	011.120030	\$ 1,144.61	State Diesel Tax	2204113	011.0014563			
	011.120030	\$ 2.97	Lust Fee	2204113	011.0014563			
	011.120030	\$ 725.37	Clear Diesel Sales Tax	2204113				
	011.120030	\$ 8,257.32	Unleaded Fuel	2204114	011.0014563			
	011.120030	\$ 17.31	Ca Enviro / Federal Oil Spill Tax	2204114	011.0014563			
	011.120030	\$ 7.38	Ca Childhood Lead Fee	2204114	011.0014563			
	011.120030	\$ 19.08	AB32 Fee	2204114	011.0014563			
	011.120030	\$ 2,483.59	State Gasoline Tax	2204114	011.0014563			
	011.120030	\$ 4.92	Lust Fee	2204114	011.0014563			
	011.120030	\$ 485.52		2204114				
							10/20/2020	10368
006801 - NTT CLOUD COMMUNICATIONS U.S.	011.9019.560010	\$ 711.85	Audio Conferencing Charges	USINV2009135134				
						10/20/2020	10369	\$ 711.85
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 164,853.23	Puente Hills Landfill Gas Project	PHL0920(2)				
						10/20/2020	10370	\$ 164,853.23
000318 - KENT STEVENSON JR	011.1031.520000	\$ 119.14	Reimb. Mobile Field Force Equipment	101420				
						10/20/2020	10371	\$ 119.14

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT																																																										
002227 - US DEPARTMENT OF ENERGY	055.9200.500180	\$ 29,647.96	Boulder Canyon Project Charges 09/20	GG1766W0920		10/20/2020	10372	\$ 48,715.71																																																										
	055.9200.500150	\$ 19,067.75	Boulder Canyon Project Charges 09/20	GG1766W0920					003336 - BICENT (CALIFORNIA) MALBURG, L	055.9200.500150	\$ 360,695.96	Monthly Energy Related Payment	9202001		10/21/2020	10373	\$ 4,018,301.96	055.9200.500180	\$ 3,657,717.60	Monthly Capacity Payment	9202001		055.9200.500150	\$ -111.60	Fuel Burden	9202001		006523 - VITAL MEDICAL SERVICES, LLC	011.1026.596200	\$ 1,088.00	Medical Services 03/20~	2761		10/22/2020	10374	\$ 3,264.00	011.1026.596200	\$ 2,176.00	Medical Services 04/20~	2762		000447 - CDW GOVERNMENT, INC	011.9019.520010	\$ 847.17	APC UPS Network Management Card 2 for	1416776	011.0014547	10/22/2020	10375	\$ 4,871.72	011.9019.520010	\$ 80.48	Sales Tax 9.5%	1416776		011.9019.520010	\$ 1,571.14	APC Smart-UPS X 120V External Battery	1461835	011.0014547	011.9019.520010	\$ 2,030.75	APC Smart-UPS X 3000VA Rack/Tower LCD	1461835	011.0014547	011.9019.520010
003336 - BICENT (CALIFORNIA) MALBURG, L	055.9200.500150	\$ 360,695.96	Monthly Energy Related Payment	9202001		10/21/2020	10373	\$ 4,018,301.96																																																										
	055.9200.500180	\$ 3,657,717.60	Monthly Capacity Payment	9202001																																																														
	055.9200.500150	\$ -111.60	Fuel Burden	9202001																																																														
006523 - VITAL MEDICAL SERVICES, LLC	011.1026.596200	\$ 1,088.00	Medical Services 03/20~	2761		10/22/2020	10374	\$ 3,264.00																																																										
	011.1026.596200	\$ 2,176.00	Medical Services 04/20~	2762					000447 - CDW GOVERNMENT, INC	011.9019.520010	\$ 847.17	APC UPS Network Management Card 2 for	1416776	011.0014547	10/22/2020	10375	\$ 4,871.72	011.9019.520010	\$ 80.48	Sales Tax 9.5%	1416776		011.9019.520010	\$ 1,571.14	APC Smart-UPS X 120V External Battery	1461835	011.0014547	011.9019.520010	\$ 2,030.75	APC Smart-UPS X 3000VA Rack/Tower LCD	1461835	011.0014547	011.9019.520010	\$ 342.18	Sales Tax 9.5%	1461835																														
000447 - CDW GOVERNMENT, INC	011.9019.520010	\$ 847.17	APC UPS Network Management Card 2 for	1416776	011.0014547	10/22/2020	10375	\$ 4,871.72																																																										
	011.9019.520010	\$ 80.48	Sales Tax 9.5%	1416776																																																														
	011.9019.520010	\$ 1,571.14	APC Smart-UPS X 120V External Battery	1461835	011.0014547																																																													
	011.9019.520010	\$ 2,030.75	APC Smart-UPS X 3000VA Rack/Tower LCD	1461835	011.0014547																																																													
	011.9019.520010	\$ 342.18	Sales Tax 9.5%	1461835																																																														

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005490 - CINTAS CORPORATION	020.1084.540000	\$ 146.06	Uniforms	4061158640				
	055.8000.540000	\$ 39.03	Uniforms	4061158640				
	055.8100.540000	\$ 166.19	Uniforms	4061158640				
	056.5600.540000	\$ 52.63	Uniforms	4061158640				
	020.1084.540000	\$ 196.23	Uniforms	4061891417				
	055.8000.540000	\$ 39.02	Uniforms	4061891417				
	055.8100.540000	\$ 166.20	Uniforms	4061891417				
	056.5600.540000	\$ 54.68	Uniforms	4061891417				
	020.1084.540000	\$ 140.49	Uniforms	4062467870				
	055.8000.540000	\$ 39.03	Uniforms	4062467870				
	055.8100.540000	\$ 166.20	Uniforms	4062467870				
	056.5600.540000	\$ 52.63	Uniforms	4062467870				
							10/22/2020	10376
000947 - DAILY JOURNAL CORPORATION	056.5600.596600	\$ 120.00	Publication Services	B3402154				
	011.1003.550000	\$ 600.00	Publication Services	B3403052				
	011.1003.550000	\$ 520.00	Publication Services	B3403300				
						10/22/2020	10377	\$ 1,240.00
003073 - ECS IMAGING, INC	011.9019.590110	\$ 36,383.00	Laserfiche Software License Renewal	15206				
						10/22/2020	10378	\$ 36,383.00
001774 - ROBERT FARRELL	011.1033.520000	\$ 42.78	Reimb. Supplies for Badge Board	071520				
						10/22/2020	10379	\$ 42.78

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001150 - MCMASTER-CARR SUPPLY COMPANY	011.1049.520000	\$ 351.43	Small Tools, Plumbing, Electrical &	45242884	011.0014461			
	011.1047.520000	\$ 972.88	Small Tools, Plumbing, Electrical &	45983276	011.0014461			
						10/22/2020	10380	\$ 1,324.31
001695 - VULCAN MATERIALS CO	020.1084.520000	\$ 530.53	Paving Materials~	72715409	011.0014444			
						10/22/2020	10381	\$ 530.53
005699 - WEBCO LB, LLC	011.1043.590000	\$ 10,250.00	Street Sweeping Services 08/20	LB5467				
	011.1043.590000	\$ 10,250.00	Street Sweeping Services 09/20	LB5506				
						10/22/2020	10382	\$ 20,500.00

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004665 - ELEMENT MARKETS RENEWABLE NATU	055.9200.500162	\$ 100,695.45	Biomethane Gas 04/20	RC3859				
	055.9200.500162	\$ 147,004.80	Biomethane Gas 04/20	RC3860				
	055.9200.500162	\$ 182,775.15	Biomethane Gas 05/20	RC3861				
	055.9200.500162	\$ 266,137.90	Biomethane Gas 05/20	RC3862				
	055.9200.500162	\$ 169,677.27	Biomethane Gas 06/20	RC3863				
	055.9200.500162	\$ 246,822.52	Biomethane Gas 06/20	RC3864				
	055.9200.500162	\$ 179,579.99	Biomethane Gas 07/20	RC3865				
	055.9200.500162	\$ 261,136.74	Biomethane Gas 07/20	RC3866				
	055.9200.500162	\$ 132,362.15	Biomethane Gas 08/20	RC3867				
	055.9200.500162	\$ 190,877.04	Biomethane Gas 08/20	RC3868				
	055.9200.500162	\$ 138,563.60	Biomethane Gas 09/20	RC3869				
	055.9200.500162	\$ 200,235.47	Biomethane Gas 09/20	RC3870				
							10/22/2020	10383

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002412 - CALIFORNIA ISO	055.9200.500150	\$ -63,812.79	Recalculation Charges 07/20	202010203247176				
				018				
	055.9200.500151	\$ -0.01	Recalculation Charges 07/20	202010203247176				
				018				
	055.9200.500170	\$ -1,969.08	Recalculation Charges 07/20	202010203247176				
				018				
	055.9200.500190	\$ -1,923.71	Recalculation Charges 07/20	202010203247176				
				018				
	055.9200.500210	\$ -98.09	Recalculation Charges 07/20	202010203247176				
				018				
	055.9200.500240	\$ -25.15	Recalculation Charges 07/20	202010203247176				
				018				
	055.9200.500150	\$ 15,447.19	Recalculation Charges 09/20	202010203247176				
				018				
	055.9200.500170	\$ 51,027.75	Recalculation Charges 09/20	202010203247176				
				018				
	055.9200.500180	\$ 378.92	Recalculation Charges 09/20	202010203247176				
				018				
	055.9200.500190	\$ 2,929.03	Recalculation Charges 09/20	202010203247176				
				018				
	055.9200.500210	\$ 101.06	Recalculation Charges 09/20	202010203247176				
				018				
	055.9200.500240	\$ 317.91	Recalculation Charges 09/20	202010203247176				
				018				
	055.9200.500151	\$ -0.07	Recalculation Charges 09/20	202010203247176				
				018				
	055.9200.500150	\$ 379,299.15	Recalculation Charges 10/20	202010203247176				
				018				

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002412 - CALIFORNIA ISO	055.9200.500190	\$ 10,831.35	Recalculation Charges 10/20	202010203247176				
	055.9200.500210	\$ 15,751.69	Recalculation Charges 10/20	018 202010203247176				
	055.9200.500151	\$ -7.36	Recalculation Charges 10/20	018 202010203247176				
	055.9200.500170	\$ -34,429.11	Recalculation Charges 10/20	018 202010203247176				
	055.9200.500150	\$ 15,798.07	Recalculation Charges 10/20	018 202010203247176				
	055.9200.500210	\$ 177.19	Recalculation Charges 10/20	018 202010203247176				
	055.9200.500170	\$ -2,230.85	Recalculation Charges 10/20	018 202010203247176				
	055.9200.500190	\$ -44.43	Recalculation Charges 10/20	018 202010203247176				
						10/26/2020	10384	\$ 387,518.66
002060 - CALPINE ENERGY SERVICES, LP	055.9200.500160	\$ 138,850.00	Natural Gas 09/20	65376				
						10/26/2020	10385	\$ 138,850.00
006298 - CIMA ENERGY, LP	055.9200.500160	\$ 14,195.00	Natural Gas 09/20	920106759				
						10/26/2020	10386	\$ 14,195.00
006086 - MACQUARIE ENERGY, LLC	055.9200.500160	\$ 866,714.00	Natural Gas 09/20	GASI00145340				
						10/26/2020	10387	\$ 866,714.00

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006262 - MERCURIA ENERGY AMERICA, LLC	055.9200.500160	\$ 550,372.82	Natural Gas 09/20	3276068		10/26/2020	10388	\$ 550,372.82
005908 - PACIFIC SUMMIT ENERGY, LLC	055.9200.500160	\$ 29,250.00	Natural Gas 09/20	230011		10/26/2020	10389	\$ 29,250.00
005388 - CONOCOPHILLIPS COMPANY	055.9200.500160	\$ 32,912.50	Natural Gas 09/20	146220		10/26/2020	10390	\$ 32,912.50
002242 - CA DEPARTMENT OF TAX & FEE ADM	055.200230	\$ 88,475.47	Electrical Energy Surcharge 07/20 -	101920		10/27/2020	10391	\$ 88,475.47
003405 - COMMUNICATIONS SUPPLY CORP	057.1057.520000	\$ 137.17	Communication Supplies~	122556	057.0000087			
	057.1057.520000	\$ 797.02	Communication Supplies~	122597	057.0000087			
	057.1057.520000	\$ 6,734.25	Communication Supplies~	172258	057.0000087	10/27/2020	10392	\$ 7,668.44
006198 - JRM	055.8100.596200	\$ 68,476.00	Security Services~	4253				
	055.9000.596200	\$ 11,492.00	Security Services~	4254				
	055.8100.596200	\$ 3,262.50	Security Services~	4271		10/27/2020	10393	\$ 83,230.50
006422 - MARIPOSA LANDSCAPES, INC	011.1049.590000	\$ 3,582.00	Landscape Maintenance 09/20	90689		10/27/2020	10394	\$ 3,582.00

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001150 - MCMASTER-CARR SUPPLY COMPANY	055.8400.590000	\$ 92.12	Hardware Supplies~	44214841	055.0002802			
	055.8400.590000	\$ 239.98	Hardware Supplies~	46000835	055.0002802			
	055.8400.590000	\$ 100.46	Hardware Supplies~	46200884	055.0002802			
						10/27/2020	10395	\$ 432.56
006222 - MICRO MOTION, INC	020.1084.900000	\$ 3,087.48	Rosemount 8750W Utility~	40606345	011.0014503			
	020.1084.900000	\$ 80.00	Electrical Combo Cable~	40606345	011.0014503			
	020.1084.900000	\$ 80.00	Electrical Combo Cable~	40606345	011.0014503			
	020.1084.900000	\$ 300.91	Sales Tax 9.5%	40606345				
	020.1084.900000	\$ 7.60	Sales Tax 9.5%	40606345				
	020.1084.900000	\$ 2,745.27	Rosemount 8750W Utility~	40606807	011.0014503			
	020.1084.900000	\$ 392.50	Freight	40606807	011.0014503			
	020.1084.900000	\$ 392.50	Freight	40606807	011.0014503			
	020.1084.900000	\$ 298.09	Sales Tax 9.5%	40606807				
	020.1084.900000	\$ 37.29	Sales Tax 9.5%	40606807				
							10/27/2020	10396

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000016 - MOTOROLA SOLUTIONS, INC	011.1031.850000	\$ 6,010.20	APX8500 All Band MP Mobile~	16122449	011.0014566			
	011.1031.850000	\$ 1,890.00	ENH: Smartzone Operation APX~	16122449	011.0014566			
	011.1031.850000	\$ 6.30	ADD: Advanced System Key - Hardware~	16122449	011.0014566			
	011.1031.850000	\$ 75.60	ADD: Auxiliary Spkr 7.5 Watt~	16122449	011.0014566			
	011.1031.850000	\$ 378.00	ENH: P25 Trunking Software APX~	16122449	011.0014566			
	011.1031.850000	\$ 567.00	ADD: TDMA Operation APX~	16122449	011.0014566			
	011.1031.850000	\$ 126.00	ENH: Over the Air Provisioning~	16122449	011.0014566			
	011.1031.850000	\$ 378.00	ADD: Wi-Fi Capability~	16122449	011.0014566			
	011.1031.850000	\$ 90.72	ADD: STD Palm Microphone APX~	16122449	011.0014566			
	011.1031.850000	\$ 336.00	ADD: 3 Years Essential Service~	16122449	011.0014566			
	011.1031.850000	\$ 932.40	ENH: Astro 25 OTAR w/Multikey~	16122449	011.0014566			
	011.1031.850000	\$ 1,006.74	ADD: AES/DES-XL/DES-OFB~	16122449	011.0014566			
	011.1031.850000	\$ 374.22	ADD: Remote Mount MP~	16122449	011.0014566			
	011.1031.850000	\$ 648.90	ENH: Astro Digital CAI OP APX~	16122449	011.0014566			
	011.1031.850000	\$ 736.72	ADD: O5 Control Head~	16122449	011.0014566			
	011.1031.850000	\$ 1,255.99	Sales Tax 9.5%	16122449				
						10/27/2020	10397	\$ 14,812.79
002459 - PORT CANAVERAL PWR CONSULTANTS	055.9000.596200	\$ 21,500.00	Consultation & Support Services	VERNPNVHSEPTEMB ER2020		10/27/2020	10398	\$ 21,500.00
005658 - POWER SETTLEMENTS CONSULTING &	055.9200.596200	\$ 6,393.75	Software Services Fee 11/20	VERN60		10/27/2020	10399	\$ 6,393.75

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001079 - SIEMENS MOBILITY, INC	011.1043.590000	\$ 3,239.00	Traffic Signal Maintenance 08/20	5610234113				
	011.1043.590000	\$ 2,538.58	Traffic Signal Maintenance 08/20	5620027438				
						10/27/2020	10400	\$ 5,777.58
006236 - SUEZ WTS SERVICES USA, INC	011.1033.590000	\$ 119.36	Water Purification System Service	900507207				
	011.1033.590000	\$ 104.48	Water Purification System Service	900509405				
	011.1033.590000	\$ 59.68	Water Purification System Service	900546712				
	011.1033.590000	\$ 59.68	Water Purification System Service	900593317				
	011.1033.590000	\$ 119.36	Water Purification System Service	900593318				
	011.1033.590000	\$ 123.48	Water Purification System Service	900596687				
	011.1033.590000	\$ 104.74	Water Purification System Service	900596688				
						10/27/2020	10401	\$ 690.78
006865 - ALVAREZ-GLASMAN & COLVIN	011.1024.593200	\$ 17,500.00	Monthly Retainer 09/20	082720				
	011.1024.593200	\$ 17,500.00	Monthly Retainer 10/20	092420				
	011.1024.593200	\$ 17,500.00	Monthly Retainer 11/20	102620				
						10/27/2020	10402	\$ 52,500.00
002468 - DEPARTMENT OF WATER & POWER	055.9200.500170	\$ 21,870.00	Electric Energy Transactions	GA197421				
	055.9200.550022	\$ 575.00	Electric Energy Transactions	GA197421				
						10/29/2020	10403	\$ 22,445.00
006445 - INNOVYZE, INC	011.9019.590110	\$ 1,625.00	InfoWater Floating (1,000 Links) -	Q68159	011.0014502			
						10/29/2020	10404	\$ 1,625.00

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006886 - JACOBS ENGINEERING GROUP, INC	055.9000.596200	\$ 20,217.10	Env Compliance Support Services	D3404500003		10/29/2020	10405	\$ 20,217.10
005034 - KRONOS INCORPORATED	011.9019.860000	\$ 1,435.00	Workforce Central Software	11663434		10/29/2020	10406	\$ 1,435.00
003053 - LEVEL 3 COMMUNICATIONS, LLC	057.1057.500173	\$ 4,355.23	Internet Access Services	160172688		10/29/2020	10407	\$ 4,355.23
006687 - NDS	011.1004.520000	\$ 301.77	Postage	775218		10/29/2020	10408	\$ 301.77
005614 - NORTHWEST ELECTRICAL SERVICES,	055.8200.596200	\$ 480.00	Technical Design Services	1782		10/29/2020	10409	\$ 61,200.00
	020.1084.900000	\$ 25,088.35	Technical Design Services	1782				
	020.1084.900000	\$ 33,969.66	Technical Design Services	1782				
	020.1084.900000	\$ 1,661.99	Technical Design Services	1782				
006787 - PACIFIC ADVANCED CIVIL ENGINEE	020.1084.900000	\$ 15,065.00	Design Services	4369		10/29/2020	10410	\$ 15,065.00
003900 - RICHARDS, WATSON & GERSHON	011.1024.593200	\$ 303.60	Re: WMP Approval Petitions	228792		10/29/2020	10411	\$ 303.60

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002517 - SO CAL PUBLIC POWER AUTHORITY	055.9000.596200	\$ 10,727.50	Resolution Billing	1020				
	055.9000.596700	\$ 1,266.67	Resolution Billing	1020				
	055.9200.596200	\$ 4,972.53	Resolution Billing	1020				
						10/29/2020	10412	\$ 16,966.70
000059 - SO CAL EDISON	055.9200.500170	\$ 24,669.00	Laguna Bell 10/20	7501196889				
	055.9200.500170	\$ 53,460.00	Victorville Lugo Vernon 10/20	7501196930				
	055.9200.500170	\$ 126,360.00	Mead Laguna Bell 10/20	7501196931				
						10/29/2020	10413	\$ 204,489.00
006120 - WESTERN ALLIED CORPORATION	011.1049.590000	\$ 1,145.72	Air Conditioner Maintenance	627034				
						10/29/2020	10414	\$ 1,145.72
003584 - WILLIAMS DATA MANAGEMENT	011.1003.596200	\$ 375.00	Storage Services	523952				
	011.1003.596200	\$ 1,860.00	Storage Services	524458				
						10/29/2020	10415	\$ 2,235.00
004075 - THE DEPARTMENT OF THE TREASURY	011.210210	\$ 32.63	Medicare Tax: 3rd Party Sick Pay	080320				
						08/13/2020	10416	\$ 32.63
004075 - THE DEPARTMENT OF THE TREASURY	011.210210	\$ 32.63	Medicare Tax: 3rd Party Sick Pay	090120				
						09/18/2020	10417	\$ 32.63

**CITY OF VERNON
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ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001552 - HOME DEPOT CREDIT SERVICES	011.1043.520000	\$ 2,441.53	Small Tools & Plumbing Hardware~	100120_MULTIPLE	011.0014456			
	011.1048.520000	\$ 954.15	Small Tools & Plumbing Hardware~	100120_MULTIPLE	011.0014456			
	011.1049.520000	\$ 2,198.71	Small Tools & Plumbing Hardware~	100120_MULTIPLE	011.0014456			
						10/23/2020	10418	\$ 5,594.39
002190 - OFFICE DEPOT	011.1003.520000	\$ 53.26	Supplies	107187532001				
	011.1003.520000	\$ 4.66	Sales Tax 9.5%	107187532001				
	011.1060.520000	\$ 82.25	Supplies	113272813001				
	011.1060.520000	\$ 7.81	Sales Tax 9.5%	113272813001				
	011.1026.520000	\$ 135.53	Supplies	115970930001				
	011.1026.520000	\$ 12.88	Sales Tax 9.5%	115970930001				
	011.1004.520000	\$ 52.50	Supplies	118841141001				
	011.1004.520000	\$ 4.75	Sales Tax 9.5%	118841141001				
	011.1004.520000	\$ 9.19	Supplies	118841617001				
	011.1004.520000	\$ 0.87	Sales Tax 9.5%	118841617001				
	011.1031.520000	\$ 456.64	Supplies	123213761001				
	011.1031.520000	\$ 43.38	Sales Tax 9.5%	123213761001				
							10/23/2020	10419

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ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001481 - VERIZON WIRELESS	011.9019.560010	\$ 219.62	Period: 06/08/20 - 07/07/20	070720_MULTIPLE				
	011.9019.560010	\$ 213.94	Period: 06/08/20 - 07/07/20	070720_MULTIPLE				
	011.9019.560010	\$ 9.85	Period: 06/08/20 - 07/07/20	070720_MULTIPLE				
	011.9019.560010	\$ 820.75	Period: 06/08/20 - 07/07/20	070720_MULTIPLE				
	011.9019.560010	\$ 2,075.14	Period: 06/08/20 - 07/07/20	070720_MULTIPLE				
	011.9019.560010	\$ 2,102.78	Period: 06/08/20 - 07/07/20	070720_MULTIPLE				
	011.9019.560010	\$ 479.10	Period: 06/08/20 - 07/07/20	070720_MULTIPLE				
	011.9019.560010	\$ 1,226.10	Period: 06/08/20 - 07/07/20	070720_MULTIPLE				
	011.9019.560010	\$ 839.81	Period: 06/08/20 - 07/07/20	070720_MULTIPLE				
	011.9019.560010	\$ 48.25	Period: 06/08/20 - 07/07/20	070720_MULTIPLE				
	011.9019.560010	\$ 179.85	Period: 08/08/20 - 09/07/20	090720_MULTIPLE				
	011.9019.560010	\$ 172.62	Period: 08/08/20 - 09/07/20	090720_MULTIPLE				
	011.9019.560010	\$ 73.54	Period: 08/08/20 - 09/07/20	090720_MULTIPLE				
	011.9019.560010	\$ 827.21	Period: 08/08/20 - 09/07/20	090720_MULTIPLE				
	011.9019.560010	\$ 2,100.19	Period: 08/08/20 - 09/07/20	090720_MULTIPLE				
	011.9019.560010	\$ 1,999.89	Period: 08/08/20 - 09/07/20	090720_MULTIPLE				
	011.9019.560010	\$ 601.19	Period: 08/08/20 - 09/07/20	090720_MULTIPLE				
	011.9019.560010	\$ 431.46	Period: 08/08/20 - 09/07/20	090720_MULTIPLE				
	011.9019.560010	\$ 955.33	Period: 08/08/20 - 09/07/20	090720_MULTIPLE				
	011.9019.560010	\$ 48.25	Period: 08/08/20 - 09/07/20	090720_MULTIPLE				
						10/23/2020	10420	\$ 15,424.87

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ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001617 - UPS	011.1033.520000	\$ 54.74	Period: 09/20	933312370				
	011.1041.520000	\$ 64.90	Period: 09/20	933312370				
	011.1041.520000	\$ 43.51	Period: 10/20	933312400(2)				
	011.1041.520000	\$ 45.03	Period: 10/20	933312410(2)				
	011.1033.520000	\$ 17.22	Period: 10/20	933312410(2)				
						10/26/2020	10421	\$ 225.40
000059 - SO CAL EDISON	011.1043.560000	\$ 54.49	Period: 08/28/20 - 09/29/20	093020				
	011.1043.560000	\$ 287.90	Period: 09/01/20 - 10/01/20	100220				
						10/28/2020	10422	\$ 342.39

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ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000714 - CALPERS	011.1001.502020	\$ 1,407.01	Monthly Expense of UAL~	100000016191949				
	011.1002.502020	\$ 9,185.37	Monthly Expense of UAL~	100000016191949				
	011.1003.502020	\$ 5,282.91	Monthly Expense of UAL~	100000016191949				
	011.1004.502020	\$ 19,485.72	Monthly Expense of UAL~	100000016191949				
	011.1024.502020	\$ 4,672.32	Monthly Expense of UAL~	100000016191949				
	011.1026.502020	\$ 9,557.03	Monthly Expense of UAL~	100000016191949				
	011.1031.502020	\$ 16,485.87	Monthly Expense of UAL~	100000016191949				
	011.1033.502020	\$ 3,743.17	Monthly Expense of UAL~	100000016191949				
	011.1040.502020	\$ 6,636.83	Monthly Expense of UAL~	100000016191949				
	011.1041.502020	\$ 8,787.16	Monthly Expense of UAL~	100000016191949				
	011.1043.502020	\$ 27,025.15	Monthly Expense of UAL~	100000016191949				
	011.1046.502020	\$ 5,123.63	Monthly Expense of UAL~	100000016191949				
	011.1047.502020	\$ 4,884.70	Monthly Expense of UAL~	100000016191949				
	011.1048.502020	\$ 2,468.90	Monthly Expense of UAL~	100000016191949				
	011.1049.502020	\$ 5,309.46	Monthly Expense of UAL~	100000016191949				
	057.1057.502020	\$ 1,035.34	Monthly Expense of UAL~	100000016191949				
	011.1060.502020	\$ 11,415.34	Monthly Expense of UAL~	100000016191949				
	020.1084.502020	\$ 21,954.62	Monthly Expense of UAL~	100000016191949				
	056.5600.502020	\$ 9,875.60	Monthly Expense of UAL~	100000016191949				
	055.7100.502020	\$ 5,070.53	Monthly Expense of UAL~	100000016191949				
	055.7200.502020	\$ 584.04	Monthly Expense of UAL~	100000016191949				
	055.8000.502020	\$ 8,972.99	Monthly Expense of UAL~	100000016191949				
	055.8100.502020	\$ 23,096.15	Monthly Expense of UAL~	100000016191949				

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ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000714 - CALPERS	055.8400.502020	\$ 929.16	Monthly Expense of UAL~	100000016191949				
	055.9000.502020	\$ 18,344.17	Monthly Expense of UAL~	100000016191949				
	011.9019.502020	\$ 9,079.18	Monthly Expense of UAL~	100000016191949				
	055.9100.502020	\$ 16,220.40	Monthly Expense of UAL~	100000016191949				
	055.9200.502020	\$ 8,840.25	Monthly Expense of UAL~	100000016191949				
	011.1031.502020	\$ 188,509.00	Monthly Expense of UAL~	100000016191956				
	011.1033.502020	\$ 770.00	Monthly Expense of UAL~	100000016191960				
	011.1031.502020	\$ 296.00	Monthly Expense of UAL~	100000016191965				
	011.1033.502020	\$ 300,854.00	Monthly Expense of UAL~	100000016191969				
	011.1024.502020	\$ 54.00	Monthly Expense of UAL~	100000016191975				
						10/28/2020	10423	\$ 755,956.00
004075 - THE DEPARTMENT OF THE TREASURY	011.210210	\$ 35.89	Medicare Tax: 3rd Party Sick Pay	100520				
						10/23/2020	10424	\$ 35.89
004075 - THE DEPARTMENT OF THE TREASURY	011.210210	\$ 99.08	Medicare Tax: 3rd Party Sick Pay	101220				
						10/23/2020	10425	\$ 99.08
TOTAL ELECTRONIC								\$ 10,844,643.29

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EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005348 - AGILITY RECOVERY SOLUTIONS	011.9019.590110	\$ 415.00	Disaster Recovery Services	137975		10/20/2020	606339	\$ 415.00
004026 - AIRWAVE COMMUNICATIONS ENTERPR	011.1046.520000	\$ 835.00	TM4 Siren	12468	011.0014526			
	011.1046.520000	\$ 37.36	Noise Canceling PA Mic	12468	011.0014526			
	011.1046.520000	\$ 125.00	Blue/Red/Amber Single Head Models w/	12468	011.0014526			
	011.1046.520000	\$ 218.70	Small Center Console	12468	011.0014526			
	011.1046.520000	\$ 442.00	NNTN7624C Portable Radio Charger	12468	011.0014526			
	011.1046.520000	\$ 125.00	Misc Shop Supplies	12468	011.0014526			
	011.1046.590000	\$ 1,138.15	Labor to Install All Light Chargers &	12468	011.0014526			
	011.1046.590000	\$ 56.25	Freight	12468	011.0014526			
	011.1046.520000	\$ 178.31	Sales Tax 10.00	12468				
	011.1046.520000	\$ 213.75	Beta Series Siren	12469	011.0014520			
	011.1046.590000	\$ 100.43	Labor to Install & Rewire Amp	12469	011.0014520			
	011.1046.590000	\$ 16.88	Shipping	12469	011.0014520			
	011.1046.520000	\$ 21.38	Sales Tax 10.00	12469				
						10/20/2020	606340	\$ 3,508.21

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EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001948 - AT&T	011.9019.560010	\$ 21.81	Period: 08/06/20 - 09/05/20	15279757				
	011.9019.560010	\$ 2,428.16	Period: 08/10/20 - 09/09/20	15295196				
	011.9019.560010	\$ 42.22	Period: 08/10/20 - 09/09/20	15295197				
	055.9000.560010	\$ 236.82	Period: 08/10/20 - 09/09/20	15295198				
	011.9019.560010	\$ 2,065.67	Period: 08/10/20 - 09/09/20	15295199				
	011.9019.560010	\$ 1,038.50	Period: 08/10/20 - 09/09/20	15295200				
	056.5600.560010	\$ 627.57	Period: 08/10/20 - 09/09/20	15295201				
	056.5600.560010	\$ 21.81	Period: 08/10/20 - 09/09/20	15295300				
	011.9019.560010	\$ 786.77	Period: 08/10/20 - 09/09/20	15295632				
	011.9019.560010	\$ 20.16	Period: 08/15/20 - 09/14/20	15334343				
						10/20/2020	606341	\$ 7,289.49
001948 - AT&T	055.9200.560010	\$ 152.00	Period: 08/19/20 - 09/18/20	3053147506				
	011.9019.590110	\$ 1,979.40	Period: 09/19/20 - 10/18/20	3490977508				
						10/20/2020	606342	\$ 2,131.40
001948 - AT&T	011.9019.560010	\$ 1,136.62	Period: 08/20/20 - 09/19/20	092020				
	011.9019.560010	\$ 307.13	Period: 08/20/20 - 09/19/20	092020(2)				
						10/20/2020	606343	\$ 1,443.75
002889 - AT&T MOBILITY	011.9019.560010	\$ 46.23	Period: 08/09/20 - 09/08/20	832176480X09162 020				
						10/20/2020	606344	\$ 46.23

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EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005571 - ATLANTIC RADIO TELEPHONE, INC	011.9019.590110	\$ 599.00	898709914416376957~	3111967	011.0014588			
	011.9019.590110	\$ 599.00	898709914416376956~	3111967	011.0014588			
	011.9019.590110	\$ 35.94	Cost Recovery Fee Airtime (3.00%)	3111967	011.0014588			
						10/20/2020	606345	\$ 1,233.94
000256 - CALPORTLAND COMPANY	011.1043.520000	\$ 1,262.98	Concrete	94741501				
	020.1084.520000	\$ 1,261.87	Concrete	94746987				
	011.1043.520000	\$ 806.05	Concrete	94753572				
	011.1043.520000	\$ 896.94	Concrete	94768388				
						10/20/2020	606346	\$ 4,227.84
001139 - JERRY CHAVEZ JR	011.1026.596800	\$ 1,947.91	Tuition Reimbursement	080920				
						10/20/2020	606347	\$ 1,947.91
003379 - CITY OF GLENDALE	011.1031.596200	\$ 1,050.00	DNA Processing	201257				
						10/20/2020	606348	\$ 1,050.00
003088 - CLINICAL LAB OF SAN BERNARDINO	020.1084.500140	\$ 1,299.00	Water Quality Testing & Reporting	976879				
						10/20/2020	606349	\$ 1,299.00
001347 - CPS HR CONSULTING	011.1026.596200	\$ 891.25	Recruitment Testing Services	SOP51799				
	011.1026.596200	\$ 440.00	Recruitment Testing Services	SOP51799				
						10/20/2020	606350	\$ 1,331.25

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000310 - CRAIG WELDING SUPPLY, CO	011.1043.520000	\$ 49.31	Compressed Oxygen~	637829	011.0014460	10/20/2020	606351	\$ 273.95
	011.1047.520000	\$ 224.64	Propane~	637845	011.0014460			
001336 - CURRENT WHOLESALE ELECTRIC SUP	011.1049.520000	\$ 17.48	Electrical Supplies & Hardware~	264482	011.0014462	10/20/2020	606352	\$ 2,159.91
	011.1049.520000	\$ 78.62	Electrical Supplies & Hardware~	264483	011.0014462			
	011.1048.520000	\$ 57.49	Electrical Supplies & Hardware~	264484	011.0014462			
	011.1049.520000	\$ 64.10	Electrical Supplies & Hardware~	264533	011.0014462			
	011.1049.520000	\$ 902.52	Electrical Supplies & Hardware~	264534	011.0014462			
	011.1049.520000	\$ 19.74	Electrical Supplies & Hardware~	264535	011.0014462			
	011.1049.520000	\$ 158.78	Electrical Supplies & Hardware~	264650	011.0014462			
	011.1048.520000	\$ 44.31	Electrical Supplies & Hardware~	264651	011.0014462			
	011.1049.520000	\$ 213.04	Electrical Supplies & Hardware~	264669	011.0014462			
	011.1049.520000	\$ 98.40	Electrical Supplies & Hardware~	264670	011.0014462			
	011.1049.520000	\$ 264.33	Electrical Supplies & Hardware~	264701	011.0014462			
	011.1049.520000	\$ 105.12	Electrical Supplies & Hardware~	264726	011.0014462			
	011.1049.520000	\$ 135.98	Electrical Supplies & Hardware~	264771	011.0014462			

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EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
002566 - DEWEY PEST CONTROL	011.1048.590000	\$ 100.00	Pest Control Services	13718117				
	011.1048.590000	\$ 95.00	Pest Control Services	13718118				
	011.1048.590000	\$ 135.00	Pest Control Services	13718119				
	011.1048.590000	\$ 75.00	Pest Control Services	13718120				
	011.1049.590000	\$ 62.00	Pest Control Services	13718121				
	011.1049.590000	\$ 67.00	Pest Control Services	13718122				
	011.1049.590000	\$ 42.00	Pest Control Services	13718123				
	011.1048.590000	\$ 33.33	Pest Control Services	13718124				
	011.1048.590000	\$ 60.00	Pest Control Services	13718612				
056.5600.590000	\$ 65.00	Pest Control Services	13745840					
						10/20/2020	606353	\$ 734.33
006804 - DORA DOUGLAS	011.1048.530015	\$ 314.81	Reimb. Possessory Interest Tax~	101520		10/20/2020	606354	\$ 314.81
004093 - EL MONTE TRANSMISSION	011.1046.520000	\$ 900.00	Front Differential	092820	011.0014530			
	011.1046.590000	\$ 805.00	Labor to Remove & Replace Front	092820	011.0014530			
	011.1046.590000	\$ 95.00	Labor to Perform Transmission Service	092820	011.0014530			
	011.1046.520000	\$ 90.00	Sales Tax 10.00	092820				
						10/20/2020	606355	\$ 1,890.00
005825 - FRONTIER	011.9019.560010	\$ 64.01	Period: 09/16/20 - 10/15/20	091620		10/20/2020	606356	\$ 64.01

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001843 - HILARIO GONZALES	011.1048.530015	\$ 339.76	Reimb. Possessory Interest Tax~	101520		10/20/2020	606357	\$ 339.76
005350 - HAUL AWAY RUBBISH SERVICE CO,	011.1048.596200	\$ 67.50	Disposal & Recycling Services	09X00244				
	011.1049.596200	\$ 213.00	Disposal & Recycling Services	09X00245				
	011.1033.520000	\$ 67.50	Disposal & Recycling Services	09X00246				
	011.1033.520000	\$ 67.50	Disposal & Recycling Services	09X00247				
	011.1033.520000	\$ 67.50	Disposal & Recycling Services	09X00248				
	011.1033.520000	\$ 67.50	Disposal & Recycling Services	09X00249				
	011.1043.596200	\$ 1,000.50	Disposal & Recycling Services	09X00252		10/20/2020	606358	\$ 1,551.00
000686 - IGOE & COMPANY, INC	011.1026.594200	\$ 75.00	Participation Fee	224126		10/20/2020	606359	\$ 75.00
000829 - IRON MOUNTAIN	011.9019.560010	\$ 267.58	Storage Services	202214843		10/20/2020	606360	\$ 267.58
005093 - JCL TRAFFIC SERVICES	011.1043.520000	\$ 2,680.00	Type I Plastic & Metal Barricade ~	105766	011.0014565			
	011.1043.520000	\$ 40.00	Freight	105766	011.0014565			
	011.1043.520000	\$ 258.40	Sales Tax 9.5%	105766		10/20/2020	606361	\$ 2,978.40
001792 - LA COUNTY ASSESSOR OFFICE	011.9019.590110	\$ 128.00	SBF Abstract	21ASRE047		10/20/2020	606362	\$ 128.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000804 - LB JOHNSON HARDWARE CO #1	011.1049.520000	\$ 56.89	Small Tools, Plumbing & Building	110289	011.0014465			
	011.1049.520000	\$ 21.88	Small Tools, Plumbing & Building	110300	011.0014465	10/20/2020	606364	\$ 78.77
003908 - LOPEZ & LOPEZ TIRE SERVICE	011.1046.520000	\$ 218.12	Tires, Accessories & Repairs~	24713	011.0014434			
	011.1046.520000	\$ 220.75	Tires, Accessories & Repairs~	24822	011.0014434			
	011.1046.520000	\$ 220.75	Tires, Accessories & Repairs~	24897	011.0014434	10/20/2020	606365	\$ 659.62
006937 - VICTOR MACIAS	011.1048.530015	\$ 495.31	Reimb. Possessory Interest Tax~	101520		10/20/2020	606366	\$ 495.31
000222 - WILLIAM MCCORMICK	011.1048.530015	\$ 553.17	Reimb. Possessory Interest Tax~	101520		10/20/2020	606367	\$ 553.17
006203 - MRC SMART TECHNOLOGY SOLUTIONS	011.9019.590110	\$ 7,551.03	Managed Print Services	IN1633839		10/20/2020	606368	\$ 7,551.03
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$ 93.50	Medical Services	69152930				
	011.1026.597000	\$ 138.00	Medical Services	69216065		10/20/2020	606369	\$ 231.50
006878 - OJ INSULATION, L.P.	011.1049.590000	\$ 5,600.00	Install Ceiling Tiles	11175110		10/20/2020	606370	\$ 5,600.00

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EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001500 - PACIFIC PRODUCTS & SERVICES, L	011.120010	\$ 1,280.00	Surface Mount Base~	27489	011.0014562			
	011.120010	\$ 50.00	Freight	27489	011.0014562			
	011.120010	\$ 126.35	Sales Tax 9.5%	27489				
						10/20/2020	606371	\$ 1,456.35
005599 - DWIGHT PIERCE	011.1026.596200	\$ 52.00	Reimb. Live Scan	101420		10/20/2020	606372	\$ 52.00
001943 - PLUMBING & INDUSTRIAL SUPPLY	011.1049.520000	\$ 20.86	Plumbing Supplies & Building Hardware~	S1240114001	011.0014466			
	011.1049.520000	\$ 15.22	Plumbing Supplies & Building Hardware~	S1240347001	011.0014466			
						10/20/2020	606373	\$ 36.08
006416 - PRIORITY BUILDING SERVICES, LL	011.1049.590000	\$ 9,005.38	Janitorial Services 09/20	70937		10/20/2020	606374	\$ 9,005.38
006057 - SECURITY NETWORK, INC	056.5600.596200	\$ 125.00	Alarm Monitoring ~	62403S	056.0000624			
	056.5600.596200	\$ 105.00	Alarm Monitoring ~	62563M	056.0000624			
						10/20/2020	606375	\$ 230.00
003775 - SILVA'S PRINTING NETWORK	055.7100.520000	\$ 975.79	No. I Envelopes - Self Addressed~	27168	055.0002822			
	055.7100.520000	\$ 92.70	Sales Tax 9.5%	27168				
						10/20/2020	606376	\$ 1,068.49

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 56
NOVEMBER 17, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
002079 - SO CAL JOINT POLE COMMITTEE	055.9100.596200	\$ 710.42	Operating Expense 06/20	20712				
	055.9100.596200	\$ 715.49	Operating Expense 08/20	20774				
						10/20/2020	606377	\$ 1,425.91
001158 - SOUTH COAST AQMD	011.1049.596200	\$ 136.40	Emissions Fees	30708872				
	011.1049.596200	\$ 1,511.98	Annual Renewal Fees	3707510				
						10/20/2020	606378	\$ 1,648.38
005556 - SWEINHART ELECTRIC CO	020.1084.590000	\$ 1,278.56	Major Service on EPS	21877				
	011.1049.590000	\$ 692.12	Major Service on EPS	21878				
	011.1049.590000	\$ 773.88	Major Service on EPS	21884				
	011.1049.590000	\$ 775.82	Major Service on EPS	21887				
	011.1049.590000	\$ 1,080.38	Major Service on EPS	21890				
	011.1049.590000	\$ 981.64	Major Service on EPS	21892				
	020.1084.590000	\$ 1,025.45	Major Service on EPS	21894				
						10/20/2020	606379	\$ 6,607.85
006528 - THE HOME DEPOT PRO	011.120010	\$ 60.00	National Toilet Seat Covers~	574126702	011.0014561			
	011.120010	\$ 506.40	Rest Stop Restroom Disinfectant~	574126702	011.0014561			
	011.120010	\$ 53.81	Sales Tax 9.5%	574126702				
	011.120010	\$ 121.44	Cleaner Deodorizer Pine Oil~	574418414	011.0014561			
	011.120010	\$ 11.54	Sales Tax 9.5%	574418414				
						10/20/2020	606380	\$ 753.19

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 56
NOVEMBER 17, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003873 - THE PAIGE COMPANY, INC.	011.1049.520000	\$ 499.50	Miracle Box Letter/Legal 12W x 15L x	275125	011.0014548	10/20/2020	606381	\$ 566.95
	011.1049.520000	\$ 20.00	Freight	275125	011.0014548			
	011.1049.520000	\$ 47.45	Sales Tax 9.5%	275125				
006415 - UNION PACIFIC RAILROAD COMPANY	011.1043.590000	\$ 3,053.78	Install Flashing Lights & Gates~	90099606		10/20/2020	606383	\$ 3,053.78
001481 - VERIZON WIRELESS	011.9019.560010	\$ 832.59	Period: 08/11/20 - 09/10/20	9862520013		10/20/2020	606384	\$ 855.31
	055.9000.560010	\$ 22.72	Period: 08/24/20 - 09/23/20	9863555773				
001481 - VERIZON BUSINESS SERVICES	011.9019.560010	\$ 627.57	Period: 08/20	71594959		10/20/2020	606385	\$ 627.57
000743 - XEROX FINANCIAL SERVICES, LLC	011.9019.590110	\$ 3,219.30	Lease Payment	2274281		10/20/2020	606386	\$ 3,219.30
006936 - LAW OFFICES OF HELENA S. WISE	011.1060.502090	\$ 40,000.00	Settlement & Release of Claims	101520		10/20/2020	606387	\$ 40,000.00
000376 - TORRES, JERRICK	011.1060.502090	\$ 60,000.00	Settlement & Release of Claims	101520		10/20/2020	606388	\$ 60,000.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 56
NOVEMBER 17, 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	011.1033.596200	\$ 122.43	Portable Restrooms	660861		10/27/2020	606389	\$ 122.43
001624 - ALLSTAR FIRE EQUIPMENT, INC	011.1033.520000	\$ 195.38	OSHA Fire Helmet	226740		10/27/2020	606390	\$ 195.38
005308 - JOSEPH ALVARADO	020.1084.596700	\$ 60.00	Reimb. Water Treatment 2 Renewal	101520		10/27/2020	606391	\$ 60.00
005853 - AMERIGAS PROPANE, LP	011.1033.520000	\$ 174.11	Propane Tank Rental	3111029647		10/27/2020	606392	\$ 174.11
006054 - BEARCOM	011.1033.594000	\$ 1,915.95	SC Service Agreement	5088684		10/27/2020	606393	\$ 1,915.95
005366 - BLACK & WHITE EMERGENCY VEHICL	011.1031.570000	\$ 80.00	Vehicle Repairs	3702		10/27/2020	606394	\$ 80.00
004935 - CAINE & WEINER COMPANY, INC	011.1033.467100	\$ 20.00	Collection Services	631024				
	011.1033.467100	\$ 361.00	Collection Services	632381				
	011.1033.467100	\$ 328.20	Collection Services	635342				
						10/27/2020	606395	\$ 709.20
006941 - CAL RECYCLE	011.3060.440100	\$ 5,000.00	City County Payment Program FY 2017-18	101920		10/27/2020	606396	\$ 5,000.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 56
NOVEMBER 17, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000778 - CALIFORNIA WATER SERVICE CO	011.1033.560000	\$ 136.70	Period: 08/22/20 - 09/21/20	092220(2)		10/27/2020	606397	\$ 136.70
001721 - CALOX, INC	011.1033.590000	\$ 15.00	Oxygen Bottle Refill	743558				
	011.1033.590000	\$ 15.00	Oxygen Bottle Refill	754865				
	011.1033.590000	\$ 15.00	Oxygen Bottle Refill	766105		10/27/2020	606398	\$ 45.00
006752 - DUKE CHOI	011.1031.466600	\$ 20.00	Ref. Report Copy Fee~	022420		10/27/2020	606399	\$ 20.00
003846 - CITY OF HUNTINGTON PARK	011.1031.594200	\$ 3,170.12	Inmate Housing 09/20	19720		10/27/2020	606400	\$ 3,170.12
005113 - COLANTUONO, HIGHSMITH & WHATLE	011.1003.596300	\$ 713.00	Re: Election Advice	41844				
	011.1003.596300	\$ 868.00	Re: Election Advice	42166		10/27/2020	606401	\$ 1,581.00
002566 - DEWEY PEST CONTROL	011.1033.590000	\$ 27.00	Pest Control Services	13732884				
	011.1033.590000	\$ 25.00	Pest Control Services	13732885				
	011.1033.590000	\$ 25.00	Pest Control Services	13735068		10/27/2020	606402	\$ 77.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 56
NOVEMBER 17, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001746 - ENTENMANN-ROVIN CO	011.1033.520000	\$ 206.00	Vernon Fire Badge~	154526IN	011.0014580			
	011.1033.520000	\$ 4.50	Packaging & Handling Fees	154526IN	011.0014580			
	011.1033.520000	\$ 5.00	Package Insurance	154526IN	011.0014580			
	011.1033.520000	\$ 14.00	Freight	154526IN	011.0014580			
	011.1033.520000	\$ 21.05	Sales Tax 9.5%	154526IN				
						10/27/2020	606403	\$ 250.55
000159 - FRED PRYOR SEMINARS & CAREERTR	055.8000.596700	\$ 756.00	Pryor+ Renewal~	259413	055.0002832			
	055.8100.596700	\$ 1,512.00	Pryor+ Renewal~	259413	055.0002832			
	055.9000.596700	\$ 2,457.00	Pryor+ Renewal~	259413	055.0002832			
						10/27/2020	606405	\$ 4,725.00
006622 - FULLER ENGINEERING, INC	020.1084.500140	\$ 1,317.58	Sodium Hypochlorite	142251				
	020.1084.500140	\$ 1,196.34	Sodium Hypochlorite	142365				
						10/27/2020	606406	\$ 2,513.92
000456 - GATEWAY CITIES COUNCIL OF GOVE	011.1002.596550	\$ 14,300.00	Membership dues FY 2020-2021	101520				
						10/27/2020	606407	\$ 14,300.00
001712 - GRAINGER, CO	020.1084.520000	\$ 303.66	Building Hardware~	9663585629	011.0014440			
	020.1084.520000	\$ 238.00	Building Hardware~	9664009058	011.0014440			
						10/27/2020	606408	\$ 541.66

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 56
NOVEMBER 17, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001346 - HAAKER EQUIPMENT COMPANY	011.1046.520000	\$ 165.00	LDR Hose~	C65884	011.0014527			
	011.1046.520000	\$ 48.00	Tiger Tail~	C65884	011.0014527			
	011.1046.590000	\$ 29.00	Freight	C65884	011.0014527			
	011.1046.520000	\$ 20.24	Sales Tax 9.5%	C65884				
						10/27/2020	606409	\$ 262.24
003076 - HINDERLITER DELLAMAS & ASSOC	011.1004.596200	\$ 2,865.73	Audit Services - Sales Tax~	SIN003462				
						10/27/2020	606410	\$ 2,865.73
005093 - JCL TRAFFIC SERVICES	011.1043.520000	\$ 1,300.00	Yodock 6" Orange Water Wall~	105791	011.0014570			
	011.1043.520000	\$ 462.50	JBC Open Top Delineator~	105791	011.0014570			
	011.1043.520000	\$ 180.66	Sales Tax 10.25	105791				
						10/27/2020	606411	\$ 1,943.16
005340 - LA POOL GUYS	011.1049.590000	\$ 210.00	Pool Maintenance	5931				
						10/27/2020	606412	\$ 210.00
000804 - LB JOHNSON HARDWARE CO #1	011.1033.520000	\$ 37.22	Small Tools, Plumbing & Building	110516	011.0014480			
						10/27/2020	606413	\$ 37.22
000897 - LEAGUE OF CALIFORNIA CITIES	011.1002.596550	\$ 1,055.25	LA County Division Dues~	3901				
						10/27/2020	606414	\$ 1,055.25

**CITY OF VERNON
OPERATING ACCOUNT
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NOVEMBER 17, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001060 - LIFE-ASSIST, INC	011.1033.520000	\$ -195.90	Medical Supplies~	090120	011.0014478			
	011.1033.520000	\$ 20.63	Medical Supplies~	1024320	011.0014478			
	011.1033.520000	\$ 790.59	Medical Supplies~	1027837	011.0014478			
	011.1033.520000	\$ 86.53	Medical Supplies~	1028939	011.0014478			
	011.1033.520000	\$ 67.45	Medical Supplies~	1031719	011.0014478			
						10/27/2020	606415	\$ 769.30
000309 - NAPA AUTO PARTS	011.1046.520000	\$ 219.94	Auto Parts & Accessories~	45531	011.0014435			
	011.1046.520000	\$ 16.60	Auto Parts & Accessories~	45814	011.0014435			
	011.1046.520000	\$ 111.66	Auto Parts & Accessories~	46363	011.0014435			
	011.1046.520000	\$ 412.11	Auto Parts & Accessories~	46640	011.0014435			
	011.1046.520000	\$ 86.29	Auto Parts & Accessories~	47897	011.0014435			
	011.1046.520000	\$ 58.12	Auto Parts & Accessories~	48117	011.0014435			
	011.1046.520000	\$ 48.11	Auto Parts & Accessories~	48148	011.0014435			
	011.1046.520000	\$ 430.60	Auto Parts & Accessories~	49127	011.0014435			
	011.1046.520000	\$ -158.41	Auto Parts & Accessories~	50070	011.0014435			
	011.1046.520000	\$ 44.35	Auto Parts & Accessories~	50183	011.0014435			
	011.1046.520000	\$ 297.31	Auto Parts & Accessories~	50279	011.0014435			
	011.1046.520000	\$ 58.64	Auto Parts & Accessories~	50297	011.0014435			
	011.1046.520000	\$ 61.91	Auto Parts & Accessories~	50298	011.0014435			
						10/27/2020	606416	\$ 1,687.23

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 56
NOVEMBER 17, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001524 - NATIONAL BUSINESS FURNITURE	011.1060.520000	\$ 559.00	94" Conference Table Slate~	MK549605TDQ	011.0014545			
	011.1060.520000	\$ 1,672.00	Nesting Chair-Arms-Fabric Seat~	MK549605TDQ	011.0014545			
	011.1060.520000	\$ 432.37	Freight	MK549605TDQ	011.0014545			
	011.1060.520000	\$ -200.00	Discount	MK549605TDQ				
	011.1060.520000	\$ 211.95	Sales Tax 9.5%	MK549605TDQ				
						10/27/2020	606417	\$ 2,675.32
000289 - VIET NGUYEN	055.9100.596500	\$ 206.00	Reimb. IEEE 2021 Annual Membership	101920		10/27/2020	606418	\$ 206.00
005934 - O'REILLY AUTO PARTS	011.1046.520000	\$ 127.79	Auto Parts & Accessories~	3049294135	011.0014436			
	011.1046.520000	\$ 65.66	Auto Parts & Accessories~	3049294157	011.0014436			
	011.1046.520000	\$ 150.72	Auto Parts & Accessories~	3049294236	011.0014436			
	011.1046.520000	\$ -127.79	Auto Parts & Accessories~	3049294484	011.0014436			
	011.1046.520000	\$ 139.90	Auto Parts & Accessories~	3049295566	011.0014436			
	011.1046.520000	\$ 90.06	Auto Parts & Accessories~	3049298293	011.0014436			
	011.1046.520000	\$ 128.97	Auto Parts & Accessories~	3049298298	011.0014436			
	011.1046.520000	\$ 45.25	Auto Parts & Accessories~	3049299096	011.0014436			
	011.1046.520000	\$ 24.43	Auto Parts & Accessories~	3049299271	011.0014436			
						10/27/2020	606419	\$ 644.99

**CITY OF VERNON
OPERATING ACCOUNT
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NOVEMBER 17, 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	020.1084.520000	\$ 79.95	Plumbing Hardware & Supplies~	S1240064001	011.0014445			
	020.1084.520000	\$ 79.62	Plumbing Hardware & Supplies~	S1240081001	011.0014445			
	020.1084.520000	\$ 171.41	Plumbing Hardware & Supplies~	S1240471001	011.0014445			
						10/27/2020	606420	\$ 330.98
006939 - POLICE EXECUTIVE RESEARCH FORU	011.4031.596700	\$ 9,700.00	SMIP Enrollment / B. Gray	5055				
						10/27/2020	606421	\$ 9,700.00
006416 - PRIORITY BUILDING SERVICES, LL	011.1049.590000	\$ 9,005.38	Janitorial Services 10/20	71909				
	011.1049.590000	\$ 8,660.00	Day Porter Services 10/20	71911				
						10/27/2020	606422	\$ 17,665.38
003869 - RICHARD P GUESS MD, INC	011.1033.596200	\$ 1,500.00	Medical Director Fees~	092720				
						10/27/2020	606423	\$ 1,500.00
000191 - STATE STREET LAUNDRY	011.1031.520000	\$ 10.80	Laundry Services~	11954	011.0014447			
	011.1031.520000	\$ 14.40	Laundry Services~	11955	011.0014447			
	011.1031.520000	\$ 11.70	Laundry Services~	11956	011.0014447			
	011.1031.520000	\$ 10.80	Laundry Services~	11958	011.0014447			
	011.1031.520000	\$ 10.80	Laundry Services~	11959	011.0014447			
						10/27/2020	606424	\$ 58.50

**CITY OF VERNON
OPERATING ACCOUNT
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NOVEMBER 17, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006438 - STREAM KIM HICKS WRAGE & ALFAR	011.1024.593200	\$ 319.50	Re: Jerry Chavez v. City of Vernon~	17200		10/27/2020	606425	\$ 319.50
006935 - FRANCIS W SUMNER	011.200100	\$ 128.00	Terminate coverage 9/30/20, refund on	Ref000227733		10/27/2020	606426	\$ 128.00
000282 - TRI-CITY MUTUAL WATER COMPANY	011.1033.560000	\$ 225.00	Hydrant	100120		10/27/2020	606427	\$ 225.00
002075 - WEIDMANN ELECTRICAL TECHNOLOGY	055.8000.590000	\$ 427.28	Substation Oil Samples	5900289034		10/27/2020	606428	\$ 427.28
001153 - ZUMAR INDUSTRIES, INC	011.1043.520000	\$ 773.66	Regulatory Signs & Mounting Hardware~	89742	011.0014470	10/27/2020	606429	\$ 773.66
TOTAL EARLY CHECKS								\$ 261,579.47

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 56
NOVEMBER 17, 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	\$ 876,705.92	\$ 244,059.43	\$ 0.00	\$ 1,120,765.35
020 - WATER	176,460.47	8,311.44	0.00	184,771.91
055 - LIGHT & POWER	9,768,262.35	8,264.22	0.00	9,776,526.57
056 - NATURAL GAS	10,155.54	944.38	0.00	11,099.92
057 - FIBER OPTIC	13,059.01	0.00	0.00	13,059.01
GRAND TOTAL	\$ 10,844,643.29	\$ 261,579.47	\$ 0.00	\$ 11,106,222.76

TOTAL CHECKS TO BE PRINTED 0

CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 56
NOVEMBER 17, 2020

VOID LIST

<u>CHECK NUMBER</u>	<u>VENDOR NAME</u>		<u>AMOUNT</u>
606363	LAW OFFICES OF HELENA SUNNY WI	\$	40,000.00
606382	JERRICK TORRES		60,000.00

City Council Agenda Item Report

Agenda Item No. COV-408-2020

Submitted by: John Lau

Submitting Department: Finance/Treasury

Meeting Date: November 17, 2020

SUBJECT

City Payroll Warrant Register

Recommendation:

Approve City Payroll Warrant Register No. 773, for the period of October 1 through October 31, 2020, which totals \$3,092,832.24 and consists of ratification of direct deposits, checks and taxes totaling \$2,034,715.45 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$1,058,116.79 paid through operating bank account.

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. 773 covering claims and demands presented during the period of October 1 through October 31, 2020, drawn, or to be drawn, from East West Bank for City Council approval.

Fiscal Impact:

The fiscal impact of approving City Payroll Warrant Register No. 773, totals \$3,092,832.24. The Finance Department has determined that sufficient funds to pay such claims/demands, are available in the respective accounts referenced on City Payroll Warrant Register No. 773.

Attachments:


1. [City Payroll Account Warrant Register No. 773](#)

PAYROLL WARRANT REGISTER
City of Vernon

No. **773** Month of **November 2020**

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 Treasurer

Date: 11/9/2020

DATE

DATE

Payrolls reported for the month October:

09/13/20 - 09/26/20, Paydate 10/08/20

09/27/20 - 10/10/20, Paydate 10/22/20

Payment

Method	Date	Payment Description	Amount
CHECKS	10/08/20	Net payroll, checks	\$ 7,836.42
ACH	10/08/20	Net payroll, direct deposits	791,531.49
ACH	10/08/20	Payroll taxes	232,251.80
ACH	10/22/20	Net payroll, direct deposits	8,552.23
ACH	10/22/20	Payroll taxes	777,247.86
CHECKS	10/22/20	Net payroll, checks	217,295.65

Total net payroll and payroll taxes **2,034,715.45**

606327	10/08/20	Franchise Tax Board	242.31
10426	10/08/20	Vernon Police Officers Benefit Association	2,033.04
10427	10/08/20	IBEW Union Dues	3,142.59
10428	10/08/20	ICMA Retirement Trust 457	32,736.58
10343	10/15/20	Blue Shield of California	392,956.45
10344	10/15/20	MetLife - Group Benefits	29,985.42
10441	10/02/20	Mutual of Omaha	10,117.92
10443	10/05/20	Colonial	5,940.46
10442	10/06/20	AFLAC	11,677.04
10440	10/20/20	MES Vision	4,720.21
10431	10/26/20	CalPERS	263,059.69
10432	10/08/20	State Disbursement Unit	789.22
606404	10/22/20	Franchise Tax Board	242.31
10433	10/22/20	Vernon Police Officers Benefit Association	2,033.04
10434	10/22/20	Teamsters Local 911	2,088.00
10435	10/22/20	ICMA Retirement Trust 457	31,536.57
10438	11/06/20	CalPERS	264,026.72
10439	10/23/20	State Disbursement Unit	789.22

**Payroll related disbursements, paid through
Operating bank account** **1,058,116.79**

Total net payroll, taxes, and related disbursements **\$ 3,092,832.24**

City Council Agenda Item Report

Agenda Item No. COV-373-2020

Submitted by: Adriana Ramos

Submitting Department: Fire Department

Meeting Date: November 17, 2020

SUBJECT

Fire Department Activity Report

Recommendation:

Receive and file the August 2020 Report.

Background:

Attached is a copy of the Vernon Fire Department Activity Report which covers the period of August 1 through August 31, 2020. This report covers hours for Fire Prevention, Training, Pre-Incident, Periodic Testing, Public Service Programs, Routine Maintenance, and an incident summary sheet provided by LA County Fire (which will be the new format moving forward). It is important to note that due to the COVID-19 pandemic resulting in the temporary closure of non-essential businesses and in adherence to the Los Angeles County Health Officer's Orders and guidelines for social distancing to minimize COVID-19 exposure, Fire inspections ceased during the months of April and May, impacting the year-to-date figures in the activity report. The Fire Department resumed inspections effective June 1, 2020.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Fire Department Activity Report - August 2020](#)

**VERNON FIRE DEPARTMENT
COMPANY ACTIVITIES
August 1, 2020 to August 31, 2020**

ACTIVITY TYPE

FIRE PREVENTION:

Regular Inspections (#):

Re-Inspections (#):

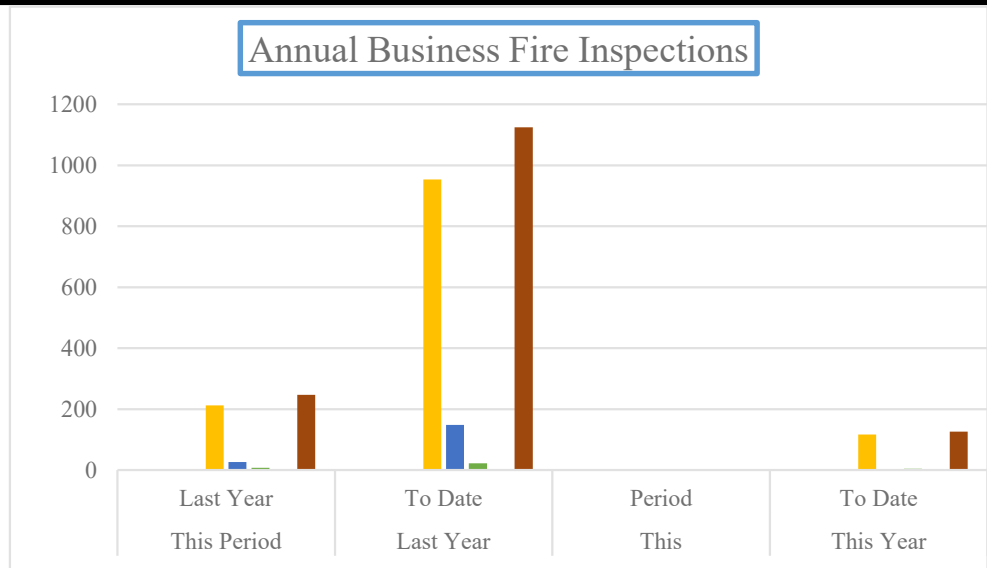
Spec. Haz. Inspections (#):

Total Inspections:

Total Staff Hours:

This Period Last Year	Last Year To Date	This Period	This Year To Date
212	953	4	117
27	148	0	4
8	23	0	5
247	1124	4	126
313	1628	6	191

*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
212	1487	186	1455
193	1476	196	1447
405	2963	382	2902

PERIODIC TEST (HOURS):

Hose Testing

Pump Testing

Total Hours:

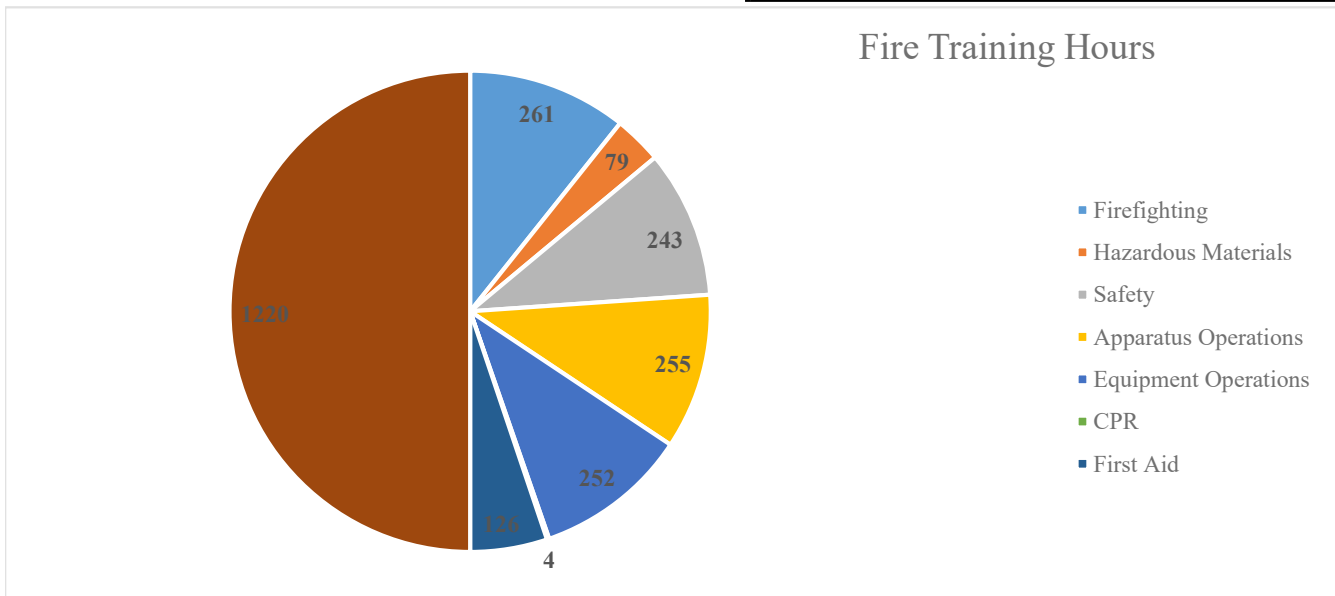
This Period Last Year	Last Year To Date	This Period	This Year To Date
0	4	0	14
0	21	10	61
0	25	10	75

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
Firefighting	264	1928	261	2115
Hazardous Materials	98	547	79	639
Safety	249	1965	243	1877
Apparatus Operations	262	2039	255	1064
Equipment Operations	266	2027	252	1946
CPR	24	72	4	128
First Aid	135	625	126	980
Total Hours:	1298	9203	1220	8749

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
School Programs	4	28	0	6
Fire Brigades	6	16	0	12
Emergency Preparedness	33	204	49	367
Total Hours:	43	248	49	385

Total Hours:

ROUTINE MAINTENANCE (HOURS):

Station
 Apparatus
 Equipment

	This Period Last Year	Last Year To Date	This Period	This Year To Date
Station	261	2002	257	2000
Apparatus	258	1986	260	2021
Equipment	274	2022	264	2061
Total Hours:	793	6010	781	6082

Total Hours:

Personnel Activity Total By Hours:	2852	20077	2448	18384
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Los Angeles County Fire Department

CSL - Report City Details

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
08/10/20	LAC20238126	ARREST		1945 East 55TH VERNON CA 90058	1945 East 55TH Street	S164		
08/11/20	LAC20239090	INJA		South SANTA FE VERNON CA 90058	South SANTA FE Avenue	S164		
08/13/20	LAC20241529	BEHAVB	321 - EMS call, excluding vehicle accident with injury	Exchange South DOWNEY Los Angeles CO CA 90058	Exchange South DOWNEY Road	E163		
08/15/20	LAC20243546	UNC	321 - EMS call, excluding vehicle accident with injury	4305 South SANTA FE VERNON CA 90058	4305 South SANTA FE Avenue	S164		
08/16/20	LAC20244501	INVI		4330 DISTRICT VERNON CA 90058	4330 DISTRICT Boulevard	HM777		
08/22/20	LAC20251916	ALRA	111 - Building fire	2533 East 27TH VERNON CA 90058	2533 East 27TH Street	BC92		
08/29/20	LAC20260286	INVO	600 - Good intent call, other	South ALAMEDA VERNON CA 90058	South ALAMEDA Street	E516		

City Council Agenda Item Report

Agenda Item No. COV-389-2020

Submitted by: Gregory Garcia

Submitting Department: Police Department

Meeting Date: November 17, 2020

SUBJECT

Police Department Activity Report

Recommendation:

Receive and file the September 2020 Report.

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:

There is no fiscal impact associated with this report.

Attachments:

1. [Police Department Activity Report – September 2020](#)

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 09/01/2020

Jurisdiction: VERNON

Last Date: 09/30/2020

<i>Department</i>	<i>Complaint Type</i>	<i>Description</i>	<i>All Units</i>	<i>Primary Unit</i>
VPD				
	10-6	OFFICER IS 10-6 C7,961,962,10-10, WASH, EQUIPM	276	265
	10-96C	10-96 CHARLES (CITY HALL SECURITY CHECK)	7	7
	10-96H	PICK UP THE JAIL PAPER WORK FROM HP JAIL	4	4
	140	SUPPLEMENTAL REPORT	16	14
	166	COURT ORDER VIOLATION	5	1
	20001R	INJURY HIT AND RUN REPORT	2	1
	20002	NON-INJURY HIT AND RUN	15	6
	20002R	NON-INJURY HIT AND RUN REPORT	16	11
	211	ROBBERY	13	2
	240	ASSAULT	5	1
	242	BATTERY	13	3
	242R	BATTERY REPORT	3	2
	261R	RAPE REPORT	1	1
	273.5	DOMESTIC VIOLENCE	4	1
	314	INDECENT EXPOSURE	3	2
	415	DISTURBING THE PEACE	41	15
	417	BRANDISHING A WEAPON	4	1
	422R	TERRORIST THREATS REPORT	6	4
	459	BURGLARY	19	4
	459A	AUDIBLE BURGLARY ALARM	331	155
	459R	BURGLARY REPORT	26	9
	459S	SILENT BURGLARY ALARM	25	11
	459V	BURGLARY TO A VEHICLE	6	2
	459VR	BURGLARY TO A VEHICLE REPORT	14	9
	476R	FRAUD REPORT	3	1
	484	PETTY THEFT	7	3
	484R	PETTY THEFT REPORT	13	9
	487	GRAND THEFT	8	2
	487R	GRAND THEFT REPORT	33	21
	496	RECEIVING STOLEN PROPERTY	1	1
	586	PARKING PROBLEM	34	30
	586E	PARKING ENFORCEMENT	1	1

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 09/01/2020

Jurisdiction: VERNON

Last Date: 09/30/2020

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
VPD			
594	VANDALISM	26	7
594R	VANDALISM REPORT	24	18
602	TRESPASS	59	19
647F	DRUNK IN PUBLIC	3	1
653MR	ANNOYING PHONE CALLS REPORT	1	1
901T	INJURY TRAFFIC COLLISION	28	9
901TR	INJURY TRAFFIC COLLISION REPORT	9	3
902T	NON-INJURY TRAFFIC COLLISION	84	44
902TR	NON-INJURY TRAFFIC COLLISION REPORT	3	1
909C	TRAFFIC CONTROL	6	4
909E	TRAFFIC ENFORCEMENT	4	2
909T	TRAFFIC HAZARD	5	3
911	911 MISUSE / HANGUP	10	4
911A	CONTACT THE REPORTING PARTY	25	18
917A	ABANDONED VEHICLE	6	4
925	SUSPICIOUS CIRCUMSTANCES	102	40
927	UNKNOWN TROUBLE	11	4
A459R	ATTEMPT BURGLARY REPORT	4	3
A484	ATTEMPT PETTY THEFT	2	1
A487R	ATTEMPT GRAND THEFT REPORT	1	1
AGTA	ATTEMPT GRAND THEFT AUTO	7	2
AGTAR	ATTEMPT GRAND THEFT AUTO REPORT	5	3
AR LOG	UPDATE THE AR LOG	1	1
ASSISTFD	ASSIST FIRE DEPARTMENT	29	13
BOSIG	BROKEN SIGNAL OR LIGHT	11	8
BOVEH	BROKEN DOWN VEHICLE	24	17
CCDETAIL	COUNCIL CHAMBERS DETAIL	2	1
CITCK	CITATION CHECK	3	2
CIVIL	CIVIL MATTER	5	2
COP	COP DETAIL	8	4
DEMOSTRA	DEMONSTRATION	42	12
DET	DETECTIVE INVESTIGATION	84	41

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 09/01/2020

Jurisdiction: VERNON

Last Date: 09/30/2020

<i>Department</i>	<i>Complaint Type</i>	<i>Description</i>	<i>All Units</i>	<i>Primary Unit</i>
VPD	DETAIL	DETAIL	3	3
	DOA	DEAD ON ARRIVAL	3	1
	DPTAST	DEPARTMENTAL ASSIST	8	5
	DUI	DRIVING UNDER THE INFLUENCE	1	1
	FILING	OFFICER IS 10-6 REPORT WRITING	147	142
	FOUND	FOUND PROPERTY REPORT	4	3
	FU	FOLLOW UP	5	4
	GTA	GRAND THEFT AUTO	5	2
	GTAR	GRAND THEFT AUTO REPORT	20	13
	HBC	HAILED BY A CITIZEN	17	9
	ILLDPG RPT	ILLEGAL DUMPING REPORT	3	1
	LOCATE	LOCATED VERNON STOLEN VEHICLE / PLATES VI	10	6
	LOJACK	LOJACK HIT	5	5
	LPR	LICENSE PLATE READER	13	7
	MISPR	MISSING PERSON REPORT	2	1
	MR60	MISC REPORT	3	2
	PANIC ALARM	PANIC ALARM/DURESS ALARM	7	2
	PAPD	PUBLIC ASSIST-POLICE	23	14
	PATCK	PATROL CHECK	304	228
	PEDCK	PEDESTRIAN CHECK	73	32
	PLATE	LOST OR STOLEN PLATES REPORT	1	1
	PRSTRAN	PRISONER TRANSPORTED	3	2
	REC	RECOVERED STOLEN VEHICLE IN THE FIELD	48	17
	RECKLESS DF	RECKLESS DRIVING (23103)	11	4
	REPO	REPOSSESSION	4	4
	ROADRAGE	ROAD RAGE	6	2
	RR	RAIL ROAD PROBLEM	8	5
	SEAACA	SEAACA ANIMAL CALLS	2	2
	SHOTS	SHOTS	5	1
	SPEED	SPEED CONTEST OR SPEEDING (23109)	10	4
	SRMET	SRMET DETAIL	10	3
	TRAFFIC STO	TRAFFIC STOP	159	88

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 09/01/2020

Jurisdiction: VERNON

Last Date: 09/30/2020

<i>Department</i>	<i>Complaint Type Description</i>	<i>All Units</i>	<i>Primary Unit</i>
VPD			
	UNATTACHED UNATTACHED TRAILER	3	3
	VCK VEHICLE CHECK	122	93
	VEH RELEASE VEHICLE RELEASE	5	5
	VIDEOCHECK VIDEO EQUIPMENT CHECK (10-96 V)	2	1
	VMCVIO VERNON MUNICIPAL CODE VIOLATION	5	1
	WARRANT WARRANT ARREST	2	2
	WELCK WELFARE CHECK	44	17
	WRNTSVC WARRANT SERVICE	4	1
<i>Department:</i>		2699	1629
<i>Overall:</i>		2699	1629

VERNON POLICE DEPARTMENT
Police Activity Report

Period Ending: 09/30/20

TRAFFIC COLLISIONS

TOTAL	<u>NO.</u>
	38
NON-INJURY	26
INJURY	12
Persons Injured	13
Pedestrian	0
Fatalities	0
City Property Damage	4
Hit & Run (Felony)	2
Hit & Run (Misdemeanor)	11

PROPERTY RECOVERED

VEHICLES: \$92,800.00

VEHICLES STORED

Unlicensed Driver/Impounded Vehicle	12
Unattached Trailer	0
Abandoned/Stored Vehicle	2
Traffic Hazard	0

PROPERTY RECOVERED FOR

OTHER DEPARTMENTS

VEHICLES: \$89,500.00

CITATIONS

Citations Iss (Prisoner Release)	34
Citations Iss (Other Violations)	0
Parking	46
Hazardous	10
Non-Hazardous	15
Citations Iss (Moving)	25
Citations Iss (Total)	71

CASES CLEARED BY ARREST

AR20-269	CR20-1475	459 PC	AR20-290	CR20-1569	21310(A) PC
AR20-271	CR20-1493	10851(A) VC	AR20-292	CR20-1577	14601.1(A) VC
AR20-272	CR20-1498	10851(A) VC	AR20-293	CR20-1580	459 PC
AR20-273	CR20-1501	11364(A) HS	AR20-294	CR20-1582	166(C)(1) PC
AR20-275	CR20-1503	496(A) PC	AR20-295	CR20-1585	11377(A) HS
AR20-278	CR20-1507	272(A) PC	AR20-296	CR20-1589	11364(A) HS
AR20-279	CR20-1523	273.5(A) PC	AR20-297	CR20-1601	487(A) PC
AR20-280	CR20-1433	594(B)(1) PC	AR20-298	CR20-1612	602 PC
AR20-281	CR20-1533	148(A)(1) PC	AR20-307	CR20-1627	11364(A) HS
AR20-282	CR20-1530	487(A) PC	AR20-308	CR20-1629	422 PC
AR20-284	CR20-1545	459 PC	AR20-309	CR20-1639	602 PC
AR20-286	CR20-1551	10851(A) VC	AR20-316	CR20-1640	602 PC
AR20-287	CR20-1555	459 PC			
AR20-288	CR20-1565	487 PC			
AR20-289	CR20-1383	496 PC			

VERNON POLICE DEPARTMENT

REPORT FOR PERSONS ARRESTED

PERIOD ENDING: 09/30/2020

ADULT FELONY ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
BURGLARY (<i>& ATTEMPTED</i>)	5		5
CARRY CONCEALED DIRK OR DAGGER	1		1
CRIMINAL THREATS	1		1
DOMESTIC VIOLENCE	1		1
GRAND THEFT: AUTO (<i>& ATTEMPTED</i>)	2	1	3
GRAND THEFT: PROPERTY (<i>& ATTEMPTED</i>)	4		4
ROBBERY			0
WARRANT (VERNON CASE)			0
WARRANT (OUTSIDE AGENCY)		1	1
TOTAL FELONY ARRESTS	14	2	16

ADULT MISDEMEANOR ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
COURT ORDER VIOLATION	1		1
CONTRIBUTE TO DELINQUENCY OF A MINOR	1		1
DRIVING W/SUSPENDED LICENSE	1		1
DRIVING UNDER THE INFLUENCE	2		2
PETTY THEFT			0
POSSESSION OF NARCOTICS	1		1
POSSESSION OF PARAPHERNALIA	3		3
POSSESSION OF STOLEN PROPERTY	3	1	4
PUBLIC NUISANCE	6	14	20
RESISTING ARREST		1	1
TRESPASSING	7	6	13
VANDALISM	1		1
WARRANT (VERNON CASE)	2		2
WARRANT (OUTSIDE AGENCY)			0
TOTAL MISD. ARRESTS	28	22	50

JUVENILES DETAINED --- FELONY AND MISDEMEANOR			
	MALE	FEMALE	TOTAL
BURGLARY			0
CARRY LOADED FIREARM IN PUBLIC			0
ROBBERY			0
VANDALISM			0
WARRANT			0
TOTAL JUVENILES DET.	0	0	0

TOTAL FELONY ARRESTS (ADULT) TO DATE:	108
TOTAL MISDEMEANOR ARRESTS (ADULT) TO DATE:	222
TOTAL JUVENILES DETAINED (FELONY AND MISDEMEANOR) TO DATE:	4
TOTAL ARRESTS AND DETAINED JUVENILES (FELONY AND MISDEMEANOR) TO DATE:	334

VERNON POLICE DEPARTMENT

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

First Date: 09/01/2020

Jurisdiction: VERNON

Last Date: 09/01/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time														
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp					
20200915972																						
RPT			09/01/2020	07:21:37		KARNEY PROPERTY MANAGEMENT																
			594R			4901 S BOYLE AV, VERNON																
					VPD	VALENZUELA,FEF		*26E		07:24:38		07:30:28										07:51:29
20200915979																						
RPT			09/01/2020	10:30:00		UA INFINITY																
			594R			4900 LOMA VISTA AV, VERNON																
					VPD	VALENZUELA,FEF		*26E	10:32:57		10:32:57											10:33:14
					VPD	SWINFORD,PHILL		41E	10:33:07		10:33:08		10:46:19									11:10:28
20200915996																						
REPO			09/01/2020	14:49:45		UPS																
RPT			REPO			3579 BANDINI BL, VERNON																
					VPD	RECORDS BUREA		*RECD					14:57:52									15:05:46
20200915997																						
OR			09/01/2020	14:50:24		UNK																
RPT			901T			ALCOA AV // SLAUSON AV, VERNON																
					VPD	VALENZUELA,FEF		*26E	14:50:52		14:50:58		14:53:51									15:36:57
					VPD	FINO,MARCUS		38W			14:52:15		14:54:09									15:36:57
					VPD	SWINFORD,PHILL		41E	14:50:56		14:50:59		15:01:26									15:36:57
						MR C TOW		MR C TO	15:01:19		15:01:20		15:13:42									15:36:58
20200916005																						
RPT			09/01/2020	16:51:39		UNK																
			20002R			2131 E 51ST, VERNON																
					VPD	ZOZAYA,OSCAR//		*40W		16:55:03		17:03:12										17:33:43
					VPD	FINO,MARCUS		38W				16:57:01										17:03:31
20200916006																						
RPT			09/01/2020	16:55:39		UNK																
			GTAR			2900 S SUNOL DR, VERNON																
					VPD	VALENZUELA,FEF		*26E				16:55:39										17:30:10

VERNON POLICE DEPARTMENT

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

First Date: 09/02/2020

Jurisdiction: VERNON

Last Date: 09/02/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20200916020																				
RPT			09/02/2020	05:16:26		DANNY PEREZ														
			20001R			E DISTRICT BL // 50TH, VERNON														
					VPD	VILLEGAS,RICHA		*43E		05:19:33		05:23:11								05:49:43
					VPD	RAMOS,JOSE		32		05:19:35		05:24:17								05:49:43
20200916030																				
RPT			09/02/2020	07:53:34																
			901T			PACIFIC BL // CHAMBERS, VERNON														
					VPD	VALENZUELA,FEI		*31W	07:54:21	07:54:22		07:55:10								08:35:55
					VPD	FINO,MARCUS		26W		07:55:01		07:55:25								08:34:09
20200916041																				
RPT			09/02/2020	10:55:16		UA INFINITY														
			A487R			4900 LOMA VISTA AV, VERNON														
					VPD	SWINFORD,PHILL		*43E	10:57:45	10:58:17		11:00:06								11:44:17
20200916042																				
RPT			09/02/2020	11:17:04		AMERICAN STORAGE														
			459R			4250 S ALAMEDA, VERNON														
					VPD	FINO,MARCUS		*26W	11:21:09	12:26:33		11:22:55								12:27:48
																				13:01:57
20200916049																				
CITY			09/02/2020	12:29:23																
RPT			902T			S SOTO // FRUITLAND AV, VERNON														
					VPD	SWINFORD,PHILL		*43E		12:36:58		12:41:32								13:12:16
					VPD	STEVENSON,KEN		41E				12:41:05								13:45:50
20200916051																				
RPT			09/02/2020	12:48:43		UNK														
			594R			2636 LEONIS BL, VERNON														
					VPD	VALENZUELA,FEI		*31W	12:54:04	13:03:45		13:08:10								13:45:06
20200916054																				

VERNON POLICE DEPARTMENT

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

First Date: 09/02/2020

Last Date: 09/02/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time											
								Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp					
20200916074																			
RPT			09/02/2020	22:10:16		JORDANA COSMETICS	2035 E 49TH, VERNON												
			VMCVIO																
						VPD LANDA,RAFAEL		*31		22:13:11		22:15:37							23:29:02
						VPD RAMOS,JOSE		32W		22:13:13		22:15:42							23:29:02
						VPD GODOY,RAYMON		38E		22:13:17		22:15:43							23:29:03
						VPD SANTOS,DANIEL		S2		22:13:19		22:15:44							23:29:03
						VPD ESTRADA,IGNACI		S3		22:13:21		22:15:46							23:29:03

Department	OCA Number	RMS Juris
VPD	CR20201487	CA0197300

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/04/2020

Last Date: 09/04/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Caller	Address	Unit Time						
						Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200916175			09/04/2020 22:41:29		MAYWOOD AV // DISTRICT BL, VERNON							
	DA											
	SOW		TRAFFIC STOP									
	VOID											
				VPD REDONA,BRYAN		*31E			22:41:29			23:15:36
				VPD CAM,PATRICK		40E	22:41:32		22:45:13			23:15:37

Department VPD	OCA Number CR20201500	RMS Juris CA0197300
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* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/05/2020

Jurisdiction: VERNON

Last Date: 09/05/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20200916180																				
1015			09/05/2020	00:08:20		PATRICK														
RPT					RECKLESS DRV		S SANTA FE AV // VERNON AV, VERNON													
CITE																				
SOW																				
						VPD	CROSS,JEREMY			*S4			00:11:33							01:03:30
						VPD	LUCAS,JASON			22			00:13:56							00:59:48
						VPD	MANNINO,NICHOI			26W		00:11:37	00:12:22							01:04:08
20200916181																				
1015			09/05/2020	01:03:14			VERNON FIRE STATION 3													
VI					TRAFFIC STOP		2800 S SOTO, VERNON													
RPT																				
						VPD	CAM,PATRICK			*40E			01:03:15							02:40:50
						VPD	LUCAS,JASON			22		01:03:22								01:15:34
						VPD	MANNINO,NICHOI			26W			01:33:04							01:39:27
						VPD	REDONA,BRYAN			31E		01:03:23	01:25:01							01:39:31
						VPD	MADRIGAL,ALFOI			38W		01:06:11	01:07:10							03:28:26
						VPD	CROSS,JEREMY			S4			01:03:33							01:08:16
20200916185																				
1015			09/05/2020	01:39:54																
VI					TRAFFIC STOP		S SOTO // WASHINGTON BL, VERNON													
RPT																				
						VPD	MANNINO,NICHOI			*26W			01:39:54							04:40:06
						VPD	LUCAS,JASON			22		01:41:02	01:46:27							04:40:06
						VPD	REDONA,BRYAN			31E			01:40:10							04:40:06
						VPD	CAM,PATRICK			40E		02:40:52	02:42:58							04:40:07
						VPD	CROSS,JEREMY			S4		04:39:37								04:40:07
20200916195																				
RPT			09/05/2020	08:47:29			VERIZON WIRELESS 1-800-451-5242													
					901TR		PACIFIC BL // SANTA FE AV, VERNON													
						VPD	DOCHERTY,MICH			*43W		08:48:19	08:49:57							09:37:35

VERNON POLICE DEPARTMENT

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

First Date: 09/05/2020

Jurisdiction: VERNON

Last Date: 09/05/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20200916195																				
RPT			09/05/2020	08:47:29	901TR	VERIZON WIRELESS 1-800-451-5242	PACIFIC BL // SANTA FE AV, VERNON													
						VPD CERDA,EUGENIO	32E				08:51:43								09:37:34	
						VPD FLORES,TERESA	38E		08:49:58										09:32:38	
						VPD NEWTON,TODD	40W				08:55:06								09:28:54	
20200916206																				
SUP			09/05/2020	12:01:20	140	UNITED STEEL FENCE	3451 E 26TH, VERNON													
						VPD FLORES,TERESA	*38E	12:06:10		12:06:23		12:27:08								13:21:00
20200916224																				
VREC			09/05/2020	18:37:43																
VS					REC	SEVILLE AV // LEONIS BL, VERNON														
						VPD FLORES,TERESA	*38E		18:38:39		18:41:10									18:53:19
						VPD	22				18:52:30									19:12:12
						VPD	31W				18:41:23									19:12:13
						VPD NEWTON,TODD	40W				18:41:16									18:44:08
20200916231																				
RPT			09/05/2020	20:20:15	415	LETTY	FURLONG PL // VERNON AV, VERNON													
						VPD REDONA,BRYAN	*31W	20:21:47	20:22:15		20:24:24									20:53:52
						VPD MADRIGAL,ALFOI	38	20:21:48	20:22:16		20:25:00									20:33:17
						VPD CAM,PATRICK	40E				20:24:26									20:27:50
						VPD CROSS,JEREMY	S4		20:22:21		20:24:31									20:41:29

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/06/2020

Last Date: 09/06/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20200916253																				
1015			09/06/2020	00:32:13																
CITE			TRAFFIC STOP				S SOTO // 46TH, VERNON													
RPT																				
NRD																				
								VPD	LUCAS,JASON	*22			00:32:14							02:49:57
								VPD	REDONA,BRYAN	31W		00:35:03	00:40:42							02:20:07
								VPD	MADRIGAL,ALFOI	38	00:32:25	00:32:25	00:34:56							02:35:03
								VPD	CAM,PATRICK	40E		00:35:04	00:35:38							01:51:56
								VPD	CROSS,JEREMY	S4			00:51:59							02:12:53
20200916294																				
RPT			09/06/2020	16:36:49			WALL SHOPT													
			459R				3876 S SANTA FE AV, VERNON													
								VPD	FLORES,TERESA	*26E	16:38:05	16:38:06	16:39:59							17:29:30
								VPD	VILLEGAS,RICHA	40W			17:28:59							18:04:09
								VPD	DOCHERTY,MICH	43		16:42:45	17:07:51							17:38:32
								VPD	ONOPA,DANIEL	S7		17:18:36	17:22:49							17:41:58

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/07/2020

Jurisdiction: VERNON

Last Date: 09/07/2020

Call Number	Disp	Ten	Received	Caller	Address	Unit Time					
						Dispatch	Enroute	OnScene	Depart	Arrive	Remove
		Code	Complaint	Dep	Officer	Unit					
20200916321											
VREC			09/07/2020	03:44:00							
VS			REC		1950 E 25TH, VERNON						
							<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>		
							VPD	CR20201509	CA0197300		
					VPD REDONA,BRYAN	*43W					04:56:45
					VPD LUCAS,JASON	22W	04:00:38	04:06:04		04:29:39	
					VPD FINO,MARCUS	26E	03:55:27	04:03:13		04:21:32	
					VPD CAM,PATRICK	32E	03:53:23	03:57:39		04:42:59	
					USTOW	US TOW	04:21:30	04:22:01	04:26:16	04:43:01	
					VPD LANDA,RAFAEL	XS	04:00:39	04:06:18		04:42:57	
20200916333											
VREC			09/07/2020	07:25:36	HPPD						
RPT			LOCATE		6505 MAYWOOD AV, HUNTINGTON PARK						
20200916334											
VREC			09/07/2020	07:39:48							
VS			REC		2288 E 27TH, VERNON						
RPT							<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>		
							VPD	CR20201511	CA0197300		
					VPD VALENZUELA,FEI	*31W			07:39:55		10:37:33
					MR C TOW	MR C TO	10:14:57	10:14:58	10:24:30		10:37:33
20200916335											
VREC			09/07/2020	07:43:05							
RPT			REC		2721 E 45TH, VERNON						
							<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>		
							VPD	CR20201510	CA0197300		
					VPD FLORES,TERESA	*32E			07:43:05	09:11:57	
					VPD VALENZUELA,FEI	31W	07:46:06	07:48:14		08:46:52	
20200916353											
RPT			09/07/2020	12:19:41	NATIONAL READY MIX CONCRETE						
			AGTAR		2626 E 26TH, VERNON						
							<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>		
							VPD	CR20201513	CA0197300		
					VPD VILLEGAS,RICHA	*43E			12:19:41		14:35:40
					VPD FLORES,TERESA	32E			12:46:17	13:02:33	

VERNON POLICE DEPARTMENT

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

First Date: 09/07/2020

Jurisdiction: VERNON

Last Date: 09/07/2020

Call Number	Disp	Ten	Received	Caller	Address	Unit Time															
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp						
20200916355																					
RPCB			09/07/2020	12:57:18	WILLIAM BORJAS																
RPT			GTAR		BANDINI BL // SOTO, VERNON																
						VPD	ZOZAYA,OSCAR//	*40W	13:40:23	13:40:24	13:46:36									14:59:24	
												<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>							
												VPD	CR20201512	CA0197300							
20200916363																					
RPT			09/07/2020	15:04:39	NATIONAL READY MIX CONCRETE																
			487R		2626 E 26TH, VERNON																
						VPD	VILLEGAS,RICHA	*43E		15:05:59	15:13:08									16:15:25	
												<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>							
												VPD	CR20201515	CA0197300							
20200916365																					
RPT			09/07/2020	15:29:12	CHRISTINA VILLA																
MET			SRMET		E DISTRICT BL // CORONA AV, VERNON																
						VPD	FLORES,TERESA	*32E		15:31:00	15:31:04									16:42:02	
						VPD	VALENZUELA,FEF	31W		15:31:02	15:36:28									16:08:44	
						VPD	ZOZAYA,OSCAR//	40W			15:52:14									16:09:03	
						VPD	CHAVEZ,JERRY,J	S1			15:32:52									15:42:56	
20200916379																					
VREC			09/07/2020	21:27:47	ABSOLUTE TOWING																
			LOCATE		1400 VELASCO ST, LOS ANGELES																
						VPD	RECORDS BURE//	*RECD													22:03:23

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/08/2020

Last Date: 09/08/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20200916412																				
RPT			09/08/2020	10:46:09	KOOLER AIR CONDITIONER															
VI			ILLDPG RPT		4724 E 26TH, VERNON															
			VPD	ZOZAYA,OSCAR//	*40W			10:50:03	10:50:03											
			VPD	FLORES,TERESA	26E			10:54:14	11:04:23											
			VPD	VALENZUELA,FEF	31E			11:42:24	11:50:17											13:18:27
				USTOW	US TOW			12:37:34	12:37:34											13:18:27
20200916414																				
SUP			09/08/2020	11:23:06	UNITED STEEL FENCE															
			140		3451 E 26TH, VERNON															
			VPD	VALENZUELA,FEF	*31E			11:23:50	11:23:50		11:27:55									11:42:20
20200916433																				
SUP			09/08/2020	15:20:23	GAVINA & SONS															
			140		2700 FRUITLAND AV, VERNON															
			VPD	SWINFORD,PHILL	*32W			15:22:40	15:25:56											15:40:12

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/09/2020

Jurisdiction: VERNON

Last Date: 09/09/2020

Call Number	Disp	Ten	Received	Caller	Address	Unit Time					
						Dispatch	Enroute	OnScene	Depart	Arrive	Remove
20200916459											
1015			09/09/2020	01:02:57	AT&T MOBILITY 800 635 6840 4						
RPT			273.5		E 46TH // BOYLE AV, VERNON						
						Department	OCA Number	RMS Juris			
						VPD	CR20201523	CA0197300			
					VPD LANDA,RAFAEL	*43	01:03:38	01:05:12			02:39:29
					VPD FINO,MARCUS	20E		01:05:02			02:39:28
					VPD RAMOS,JOSE	40W	01:05:51	01:08:00		01:18:48	
					MR C TOW	MR C TO	01:49:45	01:49:46			02:39:29
					VPD ESTRADA,IGNACI	S3		01:07:09		02:36:17	
20200916472											
RPT			09/09/2020	10:00:49							
1015			10-6		4305 S SANTA FE AV, VERNON						
					VPD VELEZ,MARISSA	*5D34		10:00:49			10:30:32
20200916474											
REPO			09/09/2020	10:34:32							
			REPO		5950 ALCOA AV, VERNON						
					VPD RECORDS BUREAU	*RECD		10:36:26			10:45:20
20200916491											
VI			09/09/2020	14:57:17							
			DET		615 S 3RD AVE, AVOCADO HEIGHTS						
					VPD ESCOBEDO,ALEX	*5D33		14:57:19			16:20:37
					VPD HERNANDEZ,EDV	5D32		14:57:44			16:20:37
					MR C TOW	MR C TO	14:58:51	14:59:34	16:08:13		16:20:38
20200916496											
RPT			09/09/2020	16:36:01							
			PATCK		3001 BANDINI BL, VERNON						
					VPD ARANA,ANDRE	*40W		16:36:01			16:37:56
20200916498											
RPT			09/09/2020	17:33:02							
			MISPR		4305 S SANTA FE AV, VERNON						
						Department	OCA Number	RMS Juris			
						VPD	CR20201525	CA0197300			

VERNON POLICE DEPARTMENT

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

First Date: 09/10/2020

Jurisdiction: VERNON

Last Date: 09/10/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20200916529																				
RPT			09/10/2020	487		SCOTT CAMPBELL	2532 E 49TH, VERNON													
						VPD LANDA,RAFAEL		*43E		04:39:05		04:43:53								05:26:29
						VPD GODOY,RAYMON		31W		04:39:08		04:43:48								05:26:28
						VPD RAMOS,JOSE		40		04:41:19		04:43:50								05:26:28
20200916549																				
RPT			09/10/2020	594R		MICHAEL	E DOWNEY RD // BANDINI, VERNON													
						VPD CERDA,EUGENIO		*40E		09:24:12		09:32:47								09:57:14
20200916552																				
RPT			09/10/2020	459R		LUXXEL	5024 HAMPTON, VERNON													
						VPD NEWTON,TODD		*32W	11:11:05		11:11:06	11:14:51								11:59:35
20200916568																				
SUP			09/10/2020	140		P AND Y T-SHIRT	2126 E 52D, VERNON													
						VPD NEWTON,TODD		*32W	16:08:15		16:08:16	16:14:27								16:25:58
20200916570																				
RPT			09/10/2020	487R		AMERICAN PRINT WORKS	2126 E 52D, VERNON													
						VPD NEWTON,TODD		*32W				16:26:52								16:55:31
20200916571																				
RPT			09/10/2020	487R		BON APPETIT	4820 E 50TH, VERNON													
						VPD CERDA,EUGENIO		*40E	16:43:19		16:43:20	16:43:57								17:56:45
20200916581																				

VERNON POLICE DEPARTMENT

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

First Date: 09/10/2020

Last Date: 09/10/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20200916581																				
RPT			09/10/2020	19:58:30		DOWNTOWN WHOLESALERS														
			594			5899 DOWNEY RD, VER														
					VPD	MADRIGAL,ALFOI	*31E	19:59:02	20:00:39	20:00:41										20:45:08
					VPD	MANNINO,NICHOI	26E	19:59:04	20:01:02	20:01:46										20:42:41
					VPD	GODOY,RAYMON	32W		20:01:17	20:05:07										20:45:08
					VPD		43W		20:05:25	20:10:25										20:45:08
					VPD	ESTRADA,IGNACI	S3			20:05:27										20:37:11
20200916587																				
RPT			09/10/2020	22:24:25																
			GTAR			4305 S SANTA FE AV, VERNON														
					VPD	MANNINO,NICHOI	*26E		22:24:37											23:13:32

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/11/2020

Jurisdiction: VERNON

Last Date: 09/11/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20200916613												
RPT			09/11/2020	06:12:12	BNSF							
1015			AGTA		3770 E 26TH, VERNON							
						VPD	MANNINO,NICHOI	*26E	06:13:38	06:15:40	06:19:14	
						VPD	MADRIGAL,ALFOI	31E	06:13:42	06:15:42	06:19:15	07:09:33
						VPD	GODOY,RAYMON	32W			06:20:17	07:09:31
						VPD	ESTRADA,IGNACI	S3		06:22:39	06:27:30	07:18:41
						VPD	MARTINEZ,GABRI	S5			07:09:59	07:22:14
20200916614												
RPT			09/11/2020	06:46:10	VACANT LOT							
			459VR		4415 PACIFIC BL, VERNON							
						VPD		*40E	06:56:55	07:18:27	07:32:21	08:05:38
						VPD	NEWTON,TODD	41W			07:48:56	08:25:30
20200916618												
RPT			09/11/2020	08:00:20	LIKE DREAMS							
			487R		4433 PACIFIC BL, VERNON							
						VPD	NEWTON,TODD	41W				08:25:34
20200916625												
RPT			09/11/2020	13:05:14								
VS			VCK		2848 LEONIS BL, VERNON							
						VPD	CERDA,EUGENIO	*40E			13:05:14	14:30:25
20200916627												
RPT			09/11/2020	13:18:34	HPPD							
			902T		52N // MALABAR, HUNTINGTON PARK							
						VPD	DOCHERTY,MICH	*43W	13:19:44	13:20:37		13:48:20
						VPD	CERDA,PAUL,JR	32E		13:31:23		13:48:19
20200916628												
1015			09/11/2020	13:36:59								
			DET		4820 E 50TH, VERNON							

VERNON POLICE DEPARTMENT

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

First Date: 09/11/2020

Last Date: 09/11/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Caller	Address	Unit Time					
						Dispatch	Enroute	OnScene	Depart	Arrive	Remove
20200916628											
1015			09/11/2020	13:36:59	4820 E 50TH, VERNON						
			DET								
			VPD	VELEZ,MARISSA	*5D34	13:36:59	13:45:41				17:49:27
			VPD	CERDA,EUGENIO	40E	14:30:34	14:35:23			15:43:09	
			VPD	NEWTON,TODD	41W	13:37:15	13:45:42			14:45:57	
			VPD	HERNANDEZ,EDV	5D32	13:37:06	13:45:44				17:49:27
20200916630											
SUP			09/11/2020	14:17:14	REED ELECTRIC						
			140		5503 S BOYLE AV, VERNON						
			VPD	CERDA,PAUL,JR	*32E	14:19:48	14:22:43				14:57:50
20200916632											
VREC			09/11/2020	14:40:21	HELMS TOW						
			LOCATE		3455 SAN GABRIEL RIVERPARKWAY, PICO RIV						
			VPD	RECORDS BUREA	*RECD		14:42:09				15:08:28
20200916633											
REPO			09/11/2020	15:54:30	A RUDIN						
			REPO		6062 ALCOA AV, VERNON						
			VPD	RECORDS BUREA	*RECD		16:01:38				18:15:44

Department	OCA Number	RMS Juris
VPD	CR20201537	CA0197300

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/13/2020

Jurisdiction: VERNON

Last Date: 09/13/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time											
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20200916716																			
OR			09/13/2020	01:40:32		DESIREE													
CITY			901TR			E DISTRICT BL // CORONA AV, VERNON													
RPT																			
						VPD REDONA,BRYAN		*40W		01:42:32	01:44:46						02:00:18		
						VPD MANNINO,NICHOI		31E		01:43:13	01:44:34								02:49:40
						VPD MADRIGAL,ALFOI		32E		02:06:35	02:15:11						02:48:39		
						VPD CAM,PATRICK		43W		01:42:46	01:44:45						02:14:17		
20200916719																			
RPT			09/13/2020	02:40:11		THREE PLUS ONE													
			459A			3007 FRUITLAND AV, VERNON													
						VPD REDONA,BRYAN		*40W		02:41:48	02:41:49						04:39:29		
						VPD MANNINO,NICHOI		31E		02:49:44	02:52:08								04:59:47
						VPD MADRIGAL,ALFOI		32E		02:48:42	02:52:06								04:59:47
						VPD CAM,PATRICK		43W		02:41:53	02:43:17						04:39:32		
						VPD CROSS,JEREMY		S4		02:51:34	02:57:57						03:23:29		
20200916727																			
RPT			09/13/2020	05:29:24		LA CLOSEOUT INC													
1015			459R			5526 S SOTO, VERNON													
						VPD REDONA,BRYAN		*40W		05:31:09	05:32:17						07:34:32		
						VPD DOCHERTY,MICH		22		07:54:16							07:54:37		
						VPD MANNINO,NICHOI		31E		05:36:59	06:00:36						07:01:32		
						VPD MADRIGAL,ALFOI		32E		06:19:45	06:24:13						06:42:50		
						VPD VILLEGAS,RICHA		41W			06:56:33								08:00:52
						VPD CAM,PATRICK		43W			05:32:20						07:34:35		
						VPD FLORES,TERESA		44E		06:48:49	06:55:57						07:59:59		
						VPD CROSS,JEREMY		S4			06:01:48						06:49:22		
20200916730																			
SUP			09/13/2020	06:37:27		COMMERCIAL PACIFIC TIRE													
			140			3027 FRUITLAND AV, VERNON													
						VPD MADRIGAL,ALFOI		*32E			06:42:51								07:04:17

VERNON POLICE DEPARTMENT

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

First Date: 09/13/2020

Last Date: 09/13/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time											
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20200916747	RPT		09/13/2020	13:50:30			5051 E SLAUSON AV, VERNON												
			MR60																
						VPD FLORES,TERESA		*31E					13:50:30						14:28:00
						VPD DOCHERTY,MICH		22				13:52:50	13:53:12						14:27:59

Department	OCA Number	RMS Juris
VPD	CR20201546	CA0197300

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/14/2020

Jurisdiction: VERNON

Last Date: 09/14/2020

Call Number	Disp	Ten	Received	Caller		Unit Time								
						Code	Complaint	Address	Dispatch	Enroute	OnScene	Depart	Arrive	Remove
				Dep	Officer	Unit								
20200916809														
	SUP		09/14/2020	09:34:05		THREE PLUS ONE 3007 FRUITLAND AV, VERNON								
			140		VPD FLORES,TERESA	26W		09:42:35	09:55:05				10:13:49	
					VPD FLORES,TERESA	41W			10:13:47					10:52:00
20200916810														
	SUP		09/14/2020	10:19:38		REFORMATION 2263 E VERNON AV, VERNON								
			140		VPD ZOZAYA,OSCAR	*32W	10:21:04	10:21:05	10:31:16					10:44:38
20200916819														
	VREC		09/14/2020	12:53:02		ACE N RAVE CLOTHING 3200 BANDINI BL, VERNON								
	RPT		REC							<i>Department</i> VPD	<i>OCA Number</i> CR20201552	<i>RMS Juris</i> CA0197300		
					VPD VILLEGAS,RICHA	*43E	12:54:45	12:54:46	13:00:03					14:05:43
					VPD VALENZUELA,FEF	31E		14:16:35	13:05:49				13:46:20	15:16:07
					USTOW	US TOW	14:26:10	14:26:10	14:45:52					15:16:07
20200916820														
	VREC		09/14/2020	13:43:25		6311 MALABAR, HUNTINGTON PARK								
	1015		REC							<i>Department</i> VPD	<i>OCA Number</i> CR20201551	<i>RMS Juris</i> CA0197300		
	RPT				VPD CHAVEZ,JERRY,J	*S1		13:46:01	13:46:03				14:20:33	
					VPD VALENZUELA,FEF	31E		13:46:40	13:53:11				14:16:34	
					VPD ZOZAYA,OSCAR	32W			13:50:37				14:34:49	
					VPD FLORES,TERESA	41W		13:46:42	13:50:15					15:34:27
					VPD VILLEGAS,RICHA	43E		13:48:13				13:56:31		
					VPD REYNA,JOSE S	5D23			14:01:38			15:05:33		
					MR C TOW	MR C TO	13:58:46	13:58:47	14:16:17			15:30:30		
20200916828														
	RPT		09/14/2020	16:33:32		7 UP 3220 E 26TH, VERNON								
			594							<i>Department</i> VPD	<i>OCA Number</i> CR20201553	<i>RMS Juris</i> CA0197300		
					VPD VALENZUELA,FEF	*31E	16:35:05	16:35:06					16:35:44	
					VPD VILLEGAS,RICHA	43E	16:35:41	16:35:41	16:41:20					17:14:42

VERNON POLICE DEPARTMENT

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

First Date: 09/14/2020

Last Date: 09/14/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20200916831																				
RPT			09/14/2020	17:00:03		ELA OPER 603324														
			20002R			S DISTRICT BL // ATLANTIC BL, VERNON														
						VPD ZOZAYA,OSCAR		*32W	17:01:44	17:01:45	17:10:12									17:45:20
						VPD VILLEGAS,RICHA		43E		17:14:45	17:29:02									17:45:20

Department	OCA Number	RMS Juris
VPD	CR20201554	CA0197300

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/15/2020

Jurisdiction: VERNON

Last Date: 09/15/2020

Call Number	Disp	Ten	Received	Caller	Address	Unit Time				
						Dispatch	Enroute	OnScene	Depart	Arrive
20200916852										
1015			09/15/2020	00:50:36						
RPT			459		3825 S SANTA FE AV, VERNON					
						Department VPD	OCA Number CR20201555	RMS Juris CA0197300		
					VPD RAMOS,JOSE	*40W			00:50:36	02:19:21
					VPD FINO,MARCUS	20	00:50:45	00:53:11		02:29:07
					VPD LUCAS,JASON	26E	00:52:02	00:53:29		02:19:12 03:00:21
					VPD SANTOS,DANIEL	S2		00:54:36		02:18:38
					VPD ESTRADA,IGNACI	S3		00:54:34		02:18:40
20200916858										
VREC			09/15/2020	03:45:38						
			REC		E WASHINGTON BL // DOWNEY RD, VERNON					
						Department VPD	OCA Number CR20201556	RMS Juris CA0197300		
					VPD LUCAS,JASON	*26E		03:45:39		04:36:26
					MR C TOW	MR C TO	04:18:34	04:18:36	04:29:34	04:36:26
20200916860										
RPT			09/15/2020	05:54:28	T-MOBILE USA					
OR			901T		S ATLANTIC BL // BANDINI BL, VERNON					
						Department VPD	OCA Number CR20201557	RMS Juris CA0197300		
					VPD LUCAS,JASON	*26E	05:55:22	06:01:10		07:08:43
					VPD FINO,MARCUS	20	05:55:36	06:02:19		07:08:05
					VPD ZOZAYA,OSCAR	32E	06:56:30	07:06:19		07:28:50
					VPD RAMOS,JOSE	40W	06:04:19	06:15:13		06:50:20
					VPD GRAY,BRANDON	L1		05:56:41		06:05:44
					USTOW	US TOW	06:35:59	06:36:00	07:19:35	07:28:50
20200916867										
RPT			09/15/2020	08:12:21	UNITED STEEL FENCE					
			MR60		3451 E 26TH, VERNON					
						Department VPD	OCA Number CR20201558	RMS Juris CA0197300		
					VPD VILLEGAS,RICHA	*43E	08:14:04	08:14:04	08:21:23	08:55:08
20200916873										
RPT			09/15/2020	10:36:49	THE HYV					
			487R		2390 E 48TH, VERNON					
						Department VPD	OCA Number CR20201559	RMS Juris CA0197300		
					VPD VALENZUELA,FEI	*31W	10:39:05	10:39:06		10:42:07

VERNON POLICE DEPARTMENT

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

First Date: 09/15/2020

Last Date: 09/15/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Caller	Address	Unit Time						
						Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200916892												
RPT		09/15/2020	18:02:35	UNK	2929 S SANTA FE AV, VERNON							
		901T										
				VPD VALENZUELA,FEI	31W	18:03:31	18:03:31	18:06:15				18:38:00
				VPD VILLEGAS,RICHA	43E		18:04:28	18:08:51				18:38:00

Department	OCA Number	RMS Juris
VPD	CR20201564	CA0197300

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/16/2020

Jurisdiction: VERNON

Last Date: 09/16/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20200916920																				
1015			09/16/2020	03:07:47		FARHAN ENTERPRISES														
RPT			487			27TH//SANTA FE, VERNON														
						VPD FINO,MARCUS	*20W		03:08:08		03:10:28									04:33:09
						VPD GODOY,RAYMON	26E		03:08:11		03:10:29									04:33:09
						VPD RAMOS,JOSE	40		03:08:10		03:10:31									04:33:09
						VPD SANTOS,DANIEL	S2				03:10:22									03:56:56
						VPD ESTRADA,IGNACI	S3				03:10:25									03:56:58
20200916953																				
RPT			09/16/2020	12:40:43		A4 MOSHAY														
			459R			6199 MALBURG WY, VERNON														
						VPD CERDA,PAUL,JR	*43E	12:43:05	12:43:16		12:49:25									13:24:15
20200916963																				
1015			09/16/2020	16:43:30																
			DET			555 PICO AVE, LONG BEACH														
						VPD ENCINAS,ANTHOI	*5D31				16:43:30									18:27:17
						VPD HERNANDEZ,EDV	5D32				16:44:45									19:05:58
						VPD ESCOBEDO,ALEX	5D33				16:44:45									18:27:24
						VPD VELEZ,MARISSA	5D34				16:44:46									18:27:15
20200916973																				
RPT			09/16/2020	21:32:11																
			GTAR			4310 MAYWOOD AV, VERNON														
						VPD FINO,MARCUS	*26W	21:33:07	21:33:09		21:33:35									22:15:33

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/17/2020

Jurisdiction: VERNON

Last Date: 09/17/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20200916994																				
RPT		09/17/2020	04:01:42		901T	BENNIE	E VERNON AV // SOTO ST, VERNON													
						VPD	GODOY, RAYMON	*38E		04:02:54		04:03:37								04:42:42
						VPD	LANDA, RAFAEL	40		04:03:12		04:04:07								04:42:42
						VPD	RAMOS, JOSE	43		04:03:10		04:06:07								04:42:43
20200917016																				
RPT		09/17/2020	11:22:07		422R	DOWNTOWN WHOLSALERS	5899 DOWNEY RD, VERNON													
						VPD	SWINFORD, PHILL	*43W	13:16:54	13:16:55	13:47:30									15:20:30
20200917018																				
RPT		09/17/2020	11:30:33		417		S SOTO // FRUITLAND AV, VERNON													
1015																				
MET																				
						VPD	CHAVEZ, JERRY, J	*S1	11:33:10	11:33:22	11:41:06									14:29:28
						VPD	STEVENSON, KEN	22		11:34:30	11:41:04									16:56:36
						VPD	CERDA, PAUL, JR	41E		11:34:32	12:02:34									14:29:32
						VPD	SWINFORD, PHILL	43W			12:02:30									13:16:38
20200917020																				
RPT		09/17/2020	14:12:24		20002R	DUNN EDWARDS	5837 S DISTRICT BL, VERNON													
VI																				
						VPD	CERDA, PAUL, JR	*41E	14:29:35	14:50:56	15:03:26									16:16:44
						VPD	SWINFORD, PHILL	43W			15:20:35									16:12:55
							MR C TOW	MR C TO	15:35:54	15:39:11	16:00:24									16:13:01
20200917030																				
RPT		09/17/2020	19:28:01		GTAR	GLENN ROSE MEAT	4551 LOMA VISTA AV, VERNON													
						VPD		*26E	19:32:36											19:43:04
						VPD	MADRIGAL, ALFOI	31W		20:14:52	20:17:40									21:04:12
						VPD		38		19:32:52	19:59:48									19:44:01
																				22:07:05

VERNON POLICE DEPARTMENT

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

First Date: 09/19/2020

Last Date: 09/19/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Caller	Address	Unit Time					
						Dispatch	Enroute	OnScene	Depart	Arrive	Remove
20200917148											
1015			09/19/2020	17:59:11	DOLLAR EMPIRE						
RPT			459		4423 BANDINI BL, VERNON						
						<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>			
						VPD	CR20201580	CA0197300			
					VPD FLORES,TERESA	26W	18:01:46	18:06:38			20:38:45
					VPD CAM,PATRICK	31E	18:42:38	18:44:20			19:57:57
					VPD MADRIGAL,ALFOI	32W	18:15:51	18:20:44			20:57:15
					VPD NEWTON,TODD	41W	18:01:42	18:05:06			19:47:52
					VPD DOCHERTY,MICH	43E	18:00:54	18:06:55	18:00:45		20:25:15
					VPD CROSS,JEREMY	S4	18:15:53	18:20:47			19:49:03
20200917158											
RPT			09/19/2020	21:33:48							
			902T		S SANTA FE AV // 38TH, VERNON						
						<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>			
						VPD	CR20201581	CA0197300			
					VPD MANNINO,NICHOL	*26W	21:35:24	21:35:24	21:38:11		22:42:13
					VPD MADRIGAL,ALFOI	32W	21:36:12	21:37:11			22:42:13

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/20/2020

Last Date: 09/20/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Caller	Address	Unit Time				
						Dep	Officer	Unit	Dispatch	Enroute

20200917193											
RPT			09/20/2020	16:02:56							
1015			PEDCK		E 30TH // SANTA FE AV, VERNON						
						VPD	VILLEGAS,RICHA	*40E			
						VPD	FLORES,TERESA	26W			
						VPD	DOCHERTY,MICH	43W	16:03:17	16:20:14	
											16:42:48
											16:29:22
											16:20:46

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/21/2020

Jurisdiction: VERNON

Last Date: 09/21/2020

Call Number	Disp	Ten	Received	Caller	Address	Unit Time							
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive
20200917230													
VREC			09/21/2020	02:57:18	UNK								
			REC		5699 S DISTRICT BL, VERNON								
						VPD	ARANA,ANDRE	*26E			02:57:19		03:48:30
						VPD	REDONA,BRYAN	31W	02:57:32	03:00:25			03:48:30
							USTOW	US TOW	03:22:39	03:23:03	03:36:35		03:48:30
20200917235													
VREC			09/21/2020	04:22:52									
			LOCATE		HOLMES AV // SLAUSON AV, LOS ANGELES								
						VPD	DISPATCH	*DISP			04:23:38		05:34:44
20200917239													
RPT			09/21/2020	05:24:49	ARCADIA INC								
			459VR		2301 E VERNON AV, VERNON								
						VPD	SALDANA,CARLO	*32W	05:26:59	05:27:00	05:29:34		06:36:12
20200917256													
RPT			09/21/2020	10:14:32									
1015			PEDCK		2900 S SANTA FE AV, VERNON								
						VPD	FINO,MARCUS	*32W			10:14:32		11:13:35
						VPD	FLORES,TERESA	38E			10:27:15	10:38:18	11:13:36
						VPD	VALENZUELA,FEI	40W	10:16:16	10:17:28			11:13:36
						VPD	ESCOBEDO,ALEX	5D33			10:16:04	10:17:26	
20200917259													
RPT			09/21/2020	11:03:25	WHOLESALE FASHION								
			487R		4927 ALCOA AV, VERNON								
						VPD	ZOZAYA,OSCAR	*43E	11:05:16	11:07:17			13:17:22
20200917260													
RPT			09/21/2020	11:37:17									
MET			WELCK		S ALAMEDA // 55TH, VERNON								
						VPD	FINO,MARCUS	*32W	11:38:17	11:44:17			14:24:58

VERNON POLICE DEPARTMENT

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

First Date: 09/21/2020

Jurisdiction: VERNON

Last Date: 09/21/2020

Call Number	Disp	Ten	Received	Caller	Address	Unit Time						
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart
20200917260												
RPT			09/21/2020	11:37:17								
MET			WELCK		S ALAMEDA // 55TH, VERNON							
						VPD	VALENZUELA,FEI	40W	11:38:19	11:43:54		13:13:07
						VPD	VILLEGAS,RICHA	XS		12:23:08		13:13:01
20200917267												
SUP			09/21/2020	14:10:00								
			140		4423 BANDINI BL, VERNON							
						VPD	FLORES,TERESA	*31E	14:24:28	14:30:02		14:54:41
20200917276												
RPT			09/21/2020	16:57:01								
			594R		2801 E 46TH, VERNON							
						VPD	FLORES,TERESA	*31E	17:01:14	17:04:02		17:36:56
20200917282												
RPT			09/21/2020	21:39:58								
CITY			902TR		CAPTAIN LANGER-VFD 3876 SANTA FE, VERNON							
OR												
						VPD	SALDANA,CARLO	*32E	21:40:48	21:42:48		23:36:31
						VPD	LUCAS,JASON	22	21:46:37	21:49:10		23:12:29
						VPD	ARANA,ANDRE	26W	21:49:13	22:04:28		23:36:30
							MR C TOW	MR C TO	22:17:27	22:17:28	22:45:04	23:36:31

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/22/2020

Jurisdiction: VERNON

Last Date: 09/22/2020

Call Number	Disp	Ten Code	Received Complaint	Caller Address			Unit Time						
							Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart
20200917303													
RPT		09/22/2020	08:35:24	ARC 2750 FRUITLAND AV, VERNON									
		GTAR					Department VPD	OCA Number CR20201594	RMS Juris CA0197300				
			VPD SWINFORD,PHILL	*43W	08:39:33	08:39:54	08:44:29						09:25:50
20200917304													
VREC		09/22/2020	08:58:19	3200 BANDINI BL, VERNON									
		REC											
			VPD VALENZUELA,FEF	*40E				08:58:22					09:40:10
			MR C TOW	MR C TO	09:17:22	09:18:30	09:32:35						09:40:10
20200917318													
SUP		09/22/2020	11:22:30	WHOLESALE FASHION 4927 ALCOA AV, VERNON									
		140											
			VPD ZOZAYA,OSCAR	*31E	11:22:46			11:26:31					11:46:09
20200917324													
RPT		09/22/2020	13:18:42	CINDY FRUITLAND AV // SANTA FE AV, VERNON									
		901T					Department VPD	OCA Number CR20201595	RMS Juris CA0197300				
			VPD FINO,MARCUS	*26W	13:18:59	13:19:49	13:20:27						14:14:29
			VPD VALENZUELA,FEF	40E		13:19:37	13:43:43			13:21:17			14:14:29
			VPD SWINFORD,PHILL	43W		13:20:22	13:20:42						14:14:29
			USTOW	US TOW		13:36:13	13:42:29						14:14:29
20200917328													
RPT		09/22/2020	14:37:23	CUDAHY // DISTRICT, VERNON									
		902T					Department VPD	OCA Number CR20201596	RMS Juris CA0197300				
			VPD HERNANDEZ,EDV	*5D32				14:37:23		15:03:35			
			VPD VALENZUELA,FEF	40E		14:37:24	14:40:34						15:25:05
			MR C TOW	MR C TO	15:03:38	15:03:46	15:13:26						15:25:05
20200917330													
RPT		09/22/2020	14:56:10	UNK 4600 BANDINI BL, VERNON									
		20002R					Department VPD	OCA Number CR20201597	RMS Juris CA0197300				

VERNON POLICE DEPARTMENT

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

First Date: 09/22/2020

Last Date: 09/22/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time											
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20200917330	RPT		09/22/2020	14:56:10	20002R	UNK	4600 BANDINI BL, VERNON												
						VPD FINO,MARCUS	*26W								14:58:21				16:04:36
20200917337	RPT		09/22/2020	17:30:08	902T	LASO	CUDAHY // DISTRICT, VERNON												
						VPD VALENZUELA,FEF	*40E								17:31:58	17:33:08			18:38:34
						VPD ZOZAYA,OSCAR	31E								17:32:09	17:33:29			18:38:34
						USTOW	US TOW								17:53:19	18:10:40			18:38:34
20200917355	RPT		09/22/2020	23:57:55	AGTAR	Southland paper box	4955 MAYWOOD AV, VERNON												
						VPD LUCAS,JASON	*40	00:00:45							00:00:46	00:10:29			00:20:19
						VPD SALDANA,CARLO	31E								00:02:48	00:06:03			00:36:21

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/23/2020

Jurisdiction: VERNON

Last Date: 09/23/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20200917356												
VREC			09/23/2020		00:18:04							
NRD			REC			3031 E VERNON AV, VERNON						
SOW												
RPT												
						VPD ARANA,ANDRE	*32W			00:19:45		01:42:34
						VPD LUCAS,JASON	40			00:20:21		00:33:51
						VPD RAMOS,JOSE	41			00:20:00		01:42:35
						VPD LANDA,RAFAEL	43			00:22:16		01:42:35
						VPD SANTOS,DANIEL	S2			00:20:54		00:33:45
20200917359												
1015			09/23/2020		01:54:42	Denim Cesar						
RPT			487R			5500 S SOTO, VERNON						
VI												
						VPD LUCAS,JASON	*40		01:55:31	02:00:11		02:12:21
						VPD SALDANA,CARLO	31E		02:19:16	02:42:54		03:48:45
						VPD ARANA,ANDRE	32W		01:57:05	02:00:08		02:18:31
						VPD RAMOS,JOSE	41	01:55:33	01:55:46	01:56:47		03:48:46
						VPD LANDA,RAFAEL	43	01:55:35	01:55:48	01:57:37		03:48:46
						MR C TOW	MR C TO	02:43:59	02:44:00	02:49:51		03:48:46
						VPD SANTOS,DANIEL	S2		01:58:00	02:08:35		03:48:47
20200917367												
RPT			09/23/2020		06:46:13	REFORMATION						
			484R			2263 E VERNON AV, VERNON						
						VPD	*26W		07:04:46	07:10:07		11:03:41
20200917372												
RPT			09/23/2020		09:26:19	TEAM MOBILE						
			594R			5107 S DISTRICT BL, VERNON						
						VPD STEVENSON,KEN	*40E	09:27:53	09:33:05	10:11:54		10:37:25
20200917385												

VERNON POLICE DEPARTMENT

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

First Date: 09/23/2020

Last Date: 09/23/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20200917385																				
RPT			09/23/2020		12:52:49	BEAUTIQUE INC	3121 BANDINI BL, VERNON													
						PLATE														
						VPD	STEVENSON.KEN		*40E	12:55:53	12:56:03	13:01:56								13:28:47
20200917400																				
RPT			09/23/2020		20:42:06	Jacob Delgado	BANDINI BL // ATLANTIC BL, VERNON													
						902T														
						VPD	GODOY.RAYMON		*32E	20:44:09	20:44:10	20:48:25								22:01:41
						VPD	ARANA.ANDRE		31W		20:44:12	20:48:22								21:36:04
						VPD	LANDA.RAFAEL		43			20:52:13								22:01:41
20200917404																				
RPT			09/23/2020		23:16:08	PACIFIC GIANT	4625 E DISTRICT BL, VERNON													
						487R														
						VPD	ARANA.ANDRE		*31W			23:16:49								00:03:03

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/24/2020

Jurisdiction: VERNON

Last Date: 09/24/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time																	
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp								
20200917446																									
RPT			09/24/2020	487R		SOUTHERN CALIFORNIA EDISON 4912 E 26TH, VERNON																			
						VPD CERDA,PAUL,JR		*41W	12:53:16	12:53:53	12:54:29													13:37:59	
												Department VPD	OCA Number CR20201607	RMS Juris CA0197300											
20200917450																									
RPT			09/24/2020		REPO		3251 E SLAUSON AV, VERNON																		
REPO						VPD RECORDS BUREA		*RECD																14:46:11	
												Department VPD	OCA Number CR20201608	RMS Juris CA0197300											14:11:33
20200917452																									
RPT			09/24/2020	487R		SPRINT 5503 S BOYLE AV, VERNON																			
						VPD STEVENSON,KEN		*32	14:22:00	14:22:29	14:33:21													15:01:17	
												Department VPD	OCA Number CR20201609	RMS Juris CA0197300											
20200917460																									
RPT			09/24/2020	902T			VERNON // DOWNEY, VERNON																		
OR																									
CITY																									
						VPD STEVENSON,KEN		*32	16:39:38	16:39:39														16:43:56	
						VPD CERDA,EUGENIO		40E		16:39:51	16:42:03													17:53:15	
						VPD MARTINEZ,GABRI		S5			16:41:58													17:15:39	
						USTOW		US TOW	16:49:01	16:49:36	17:06:01													17:47:14	
20200917461																									
VREC			09/24/2020		LOCATE		LASO-TEMPLE 611 MISSION RD, LOS ANGELES																		
20200917467																									
VREC			09/24/2020		VCK		FRUITLAND AV // LOMA VISTA AV, VERNON																		
						VPD GODOY,RAYMON		*32			19:57:50													20:26:19	
						VPD MADRIGAL,ALFOI		31W		19:57:53	20:02:46													20:26:19	

VERNON POLICE DEPARTMENT

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

First Date: 09/24/2020

Last Date: 09/24/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Caller	Address	Unit Time						
						Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200917467			09/24/2020 19:57:50		FRUITLAND AV // LOMA VISTA AV, VERNON							
	VREC		VCK									
				MR C TOW		MR C TO	20:05:13	20:05:38	20:12:00			20:26:20

Department: VPD OCA Number: CR20201611 RMS Juris: CA0197300

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/25/2020

Jurisdiction: VERNON

Last Date: 09/25/2020

Call Number	Disp Ten	Received Code	Complaint	Caller Address		Unit Time														
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp					
20200917492																				
RPT		09/25/2020	04:08:53	HORMEL FOODS CORPORATION AND ITS																
1015		602		3049 E VERNON AV, VERNON																
				VPD	MADRIGAL,ALFOI	*31W		04:11:41		04:11:00								07:46:28		
				VPD	STEVENSON,KEN	22E		07:01:49										07:56:18		
				VPD	MANNINO,NICHOI	26E		04:15:10		04:17:45								07:44:51		
				VPD	GODOY,RAYMON	32		04:11:38		04:15:01								07:56:21		
				VPD	MARTINEZ,GABRI	S5				06:59:24								07:32:16		
				VPD	ONOPA,DANIEL	S7				07:15:03								07:32:14		
				VPD	LANDA,RAFAEL	XS		04:12:22		04:14:59								06:22:54		
20200917504																				
RPT		09/25/2020	08:34:15	CREATIVE COMFORT DESIGNS																
		484R		2870 E 54TH, VERNON																
				VPD	NEWTON,TODD	*31E	08:37:04	08:38:07		08:40:47								09:12:39		
20200917511																				
RPT		09/25/2020	12:05:41	JETRO CASH AND CARRY																
		459VR		2300 E 57TH, VERNON																
				VPD	CERDA,EUGENIO	*40W	12:09:58	12:10:56										12:54:10		
				VPD	CERDA,PAUL,JR	41W				12:12:41								13:05:05		
20200917515																				
RPT		09/25/2020	12:41:57	ALSION KRAFT																
		261R		E SLAUSON AV // ALCOA AV, VERNON																
				VPD	STEVENSON,KEN	*22E	12:47:25	12:47:25		13:35:26										19:54:31
20200917518																				
RPT		09/25/2020	14:56:27	ANAYA BROTHERS																
		594R		3130 LEONIS BL, VERNON																
				VPD	NEWTON,TODD	*31E	14:58:32	14:58:31										14:59:36		
				VPD	DOCHERTY,MICH	43		14:59:33		15:09:07										15:25:22
20200917521																				

VERNON POLICE DEPARTMENT

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

First Date: 09/25/2020

Jurisdiction: VERNON

Last Date: 09/25/2020

Call Number	Disp	Ten	Received	Complaint	Caller	Address	Unit Time													
							Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp				
20200917521																				
RPT			09/25/2020	16:31:50	PREMIER MEAT	5030 GIFFORD AV, VERNON														
			459VR																	
					VPD	NEWTON,TODD	*31E	16:33:20	16:38:01											16:38:30
					VPD	DOCHERTY,MICH	43		16:38:27	16:39:06										16:55:59
20200917529																				
RPT			09/25/2020	19:01:33	UNIVERSAL AUTO DEMOLITION	4905 S SANTA FE AV, VERNON														
			594R																	
					VPD	ARANA,ANDRE	*26W	19:10:18	19:10:18											19:10:43
					VPD	STEVENSON,KEN	32E			19:10:42										19:40:22
20200917536																				
ASST			09/25/2020	20:12:28	PREMIER MEAT	5030 GIFFORD AV, VERNON														
RPT			140																	
					VPD	MADRIGAL,ALFOI	*32E	20:18:10	20:18:11	20:18:13										20:33:04
20200917539																				
RPT			09/25/2020	20:33:32	BTG TEXTIEL	4625 E 49TH, VERNON														
			647F																	
					VPD	MADRIGAL,ALFOI	*32E	20:35:48	20:35:49	20:38:57										21:47:51
					VPD	GODOY,RAYMON	31			21:01:17										21:17:59
					VPD	CAM,PATRICK	43			20:48:09										21:01:02

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/26/2020

Jurisdiction: VERNON

Last Date: 09/26/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20200917566																				
1015			09/26/2020	01:06:07		VERIZON WIRELESS 1-800-451-5242														
VI			WELCK			S SANTA FE AV // 37TH, VERNON														
RPT																				
						VPD MADRIGAL,ALFOI	*32E	01:07:59	01:08:27	01:11:09										02:28:15
						VPD GODOY,RAYMON	31	02:07:51	01:12:43	02:08:43										02:28:30
						VPD MANNINO,NICHOI	40W		01:12:45	01:14:13										04:27:15
						VPD REDONA,BRYAN	41	01:08:01	01:08:28	01:11:22										03:37:33
						VPD CAM,PATRICK	43			01:18:32										05:26:19
20200917592																				
RPT			09/26/2020	12:02:18																
VI			UNATTACHEDTR			E 49TH // CORONA AV, VERNON														
						VPD CERDA,EUGENIO	*41			12:02:18										13:17:28
20200917593																				
RPT			09/26/2020	12:06:51		A B C BIKES,														
			FOUND			2900 S SANTA FE AVE, VERNON														
						VPD NEWTON,TODD	*43W	12:09:23	12:09:40	12:14:54										12:43:23
20200917599																				
RPT			09/26/2020	14:47:57		APPLE STAR ENTERPRISE														
			594R			2323 E 52D, VERNON														
						VPD FLORES,TERESA	*31E	14:56:36	14:57:06	15:03:10										15:48:01
20200917605																				
1015			09/26/2020	18:36:42		RECYCLIING YARD														
CITE			459R			2221 E 55TH, VERNON														
RPT																				
						VPD NEWTON,TODD	*43W	18:39:44	18:39:49	18:40:42										19:05:36
						VPD FLORES,TERESA	31E		18:43:09											18:44:22
						VPD MADRIGAL,ALFOI	32			19:03:36										19:21:09
						VPD REDONA,BRYAN	40W			18:58:19										19:21:09
						VPD CERDA,EUGENIO	41		18:41:39	18:43:56										19:05:37

VERNON POLICE DEPARTMENT

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

First Date: 09/26/2020

Jurisdiction: VERNON

Last Date: 09/26/2020

Call Number	Disp	Ten	Received	Caller	Unit Time						
		Code	Complaint	Address	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
					Dep	Officer	Unit				
20200917614											
RPT		09/26/2020	20:59:50	VIVA CONCEPTS							
		459A		4210 CHARTER AV, VERNON							
								<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>	
								VPD	CR20201624	CA0197300	
				VPD CAM,PATRICK	*31E	21:01:27	21:02:14	21:04:26			00:00:01
				VPD LUCAS,JASON	22		21:11:07	21:14:13		23:16:34	
				VPD MADRIGAL,ALFOI	32	21:01:30	21:02:37	21:10:09		23:16:37	
				VPD REDONA,BRYAN	40W		21:11:53	21:14:16			00:00:02
				VPD MANNINO,NICHOL	41		21:11:51	21:14:17		23:16:39	
				VPD CROSS,JEREMY	S4			21:26:11		23:16:41	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/27/2020

Jurisdiction: VERNON

Last Date: 09/27/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time					
								Dep	Officer	Unit	Dispatch	Enroute	OnScene
20200917628													
VI			09/27/2020	01:10:05	TRAFFIC STOP		E 46TH // BOYLE AV, VERNON						
											Department VPD	OCA Number CR20201625	RMS Juris CA0197300
						VPD	MADRIGAL,ALFOI	*32			01:10:06		02:37:12
						VPD	LUCAS,JASON	22	01:10:09	01:10:38	01:19:29		02:20:05
20200917631													
RPT			09/27/2020	02:44:04	459A		SL HOME FASHION 5501 DOWNEY RD, VERNON						
											Department VPD	OCA Number CR20201626	RMS Juris CA0197300
						VPD	MADRIGAL,ALFOI	*32	02:44:57	02:45:16	02:56:33		05:54:42
						VPD	LUCAS,JASON	22		02:52:01	02:57:31		04:54:10
						VPD	CAM,PATRICK	31E			02:55:57		03:10:33
						VPD	REDONA,BRYAN	40W			02:56:07		05:19:53
						VPD	MANNINO,NICHOL	41		02:55:46	02:56:31		04:54:01
						VPD	CROSS,JEREMY	S4		02:54:31	02:56:29		04:53:59
20200917646													
1015			09/27/2020	09:16:49			4871 S SANTA FE AV, VERNON						
RPT					PEDCK						Department VPD	OCA Number CR20201627	RMS Juris CA0197300
						VPD	FLORES,TERESA	*38W			09:16:49		10:50:28
						VPD	FINO,MARCUS	20E		09:18:00			09:35:10
						VPD	DOCHERTY,MICH	22			09:17:45		10:06:08
						VPD	VILLEGAS,RICHA	31		09:16:55	09:18:50		10:02:54
						VPD	ONOPA,DANIEL	S7			09:35:03		10:32:49
													09:40:32
													09:40:32
													09:40:33
20200917660													
RPT			09/27/2020	16:08:28			VERNON ELEMENTARY 2360 E VERNON AV, VERNON						
1015					594						Department VPD	OCA Number CR20201629	RMS Juris CA0197300
						VPD	FLORES,TERESA	*38W	16:09:17	16:09:44	16:11:42		18:44:25
						VPD	FINO,MARCUS	20E		16:12:39	16:16:10		17:47:33
						VPD	DOCHERTY,MICH	22		16:15:34	16:27:59		18:40:01
						VPD	VILLEGAS,RICHA	31	16:09:19	16:09:47	16:11:36		18:38:25
						VPD	NEWTON,TODD	32			16:19:04		16:23:57
						VPD	HERNANDEZ,EDV	5D32			16:12:01		17:52:10

VERNON POLICE DEPARTMENT

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

First Date: 09/27/2020

Last Date: 09/27/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Caller	Unit Time									
					Code	Complaint	Address	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200917660														
	RPT		09/27/2020	16:08:28	VERNON ELEMENTARY									
	1015		594		2360 E VERNON AV, VERNON									
					VPD ONOPA,DANIEL	S7	16:10:22		16:11:48				16:39:27	

Department	OCA Number	RMS Juris
VPD	CR20201629	CA0197300

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/28/2020

Jurisdiction: VERNON

Last Date: 09/28/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time					
								Dep	Officer	Unit	Dispatch	Enroute	OnScene
20200917677													
VS			09/28/2020	00:10:49									
			BOVEH		SEVILLE AV // LEONIS BL, VERNON								
			VPD	MADRIGAL,ALFOI	*22					00:10:50		01:08:47	
			VPD	GODOY,RAYMON	32					00:12:29		01:08:48	
			VPD	ARANA,ANDRE	38E			00:16:26		00:19:30		01:08:48	
				USTOW	US TOW	00:35:49		00:41:42		00:51:59		01:08:48	
20200917694													
RPT			09/28/2020	06:56:41									
			459V		GOURMET SPECIALTIES 2120 E 25TH, VERNON								
			VPD	VILLEGAS,RICHA	*31			07:06:15		07:31:19		08:50:51	
20200917701													
VREC			09/28/2020	08:10:13									
			REC		KS STEEL INC 1744 INDUSTRIAL WAY, VERNON								
			VPD	FLORES,TERESA	*38W	08:12:08		08:21:45		08:22:01		09:10:07	
				MR C TOW	MR C TO	08:34:53		08:35:13		08:46:57		09:10:07	
20200917708													
RPT			09/28/2020	10:34:57									
			487R		WANG GLOBAL NET 2465 FRUITLAND AV, VERNON								
			VPD	FLORES,TERESA	*38W	10:38:03						10:39:26	
			VPD	FINO,MARCUS	32E			10:39:24		10:52:53		11:38:57	
20200917712													
RPT			09/28/2020	11:19:17									
			594R		GOLDEN WEST 4337 DOWNEY RD, VERNON								
			VPD	VILLEGAS,RICHA	*31			11:30:07		12:03:19		12:08:19	
20200917714													
RPT			09/28/2020	12:01:37									
			594R		RAYMONDS GLASS 2035 E 38TH, VERNON								
			VPD	FINO,MARCUS	*32E	12:03:23				12:04:39		12:53:03	

VERNON POLICE DEPARTMENT

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

First Date: 09/28/2020

Jurisdiction: VERNON

Last Date: 09/28/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20200917716																				
RPT			09/28/2020	13:06:22		HILDA SANCHEZ														
			166			E DISTRICT BL // CORONA AV, VERNON														
						VPD FINO,MARCUS		*32E		13:07:05		13:08:38								13:52:26
						VPD DOCHERTY,MICH		22		13:21:37		13:25:09								13:36:34
						VPD VILLEGAS,RICHA		31		13:07:08		13:19:25								13:52:26
						VPD FLORES,TERESA		38W		13:20:06										13:26:40
						VPD CHAVEZ,JERRY,J		S1		13:09:24		13:18:14								13:36:30
20200917724																				
RPT			09/28/2020	15:56:22		INTERNATIONAL TRADING														
			487R			4635 FRUITLAND AV, VERNON														
						VPD VILLEGAS,RICHA		*31		16:00:58		16:11:32								16:32:23
20200917734																				
RPT			09/28/2020	17:49:31		UPS														
			FOUND			3333 DOWNEY RD, VERNON														
						VPD VILLEGAS,RICHA		*31		17:56:17		18:16:36								17:56:32
						VPD FINO,MARCUS		32E		17:56:30		18:00:36								18:36:29
20200917735																				
VREC			09/28/2020	18:22:33		ABSOLUTE TOW														
			LOCATE			1821 DALY ST, LOS ANGELES														
						VPD RECORDS BUREA		*RECD				18:22:53								19:45:55
20200917738																				
1015			09/28/2020	20:17:16																
RPT			DEMOSTRA			3049 E VERNON AV, VERNON														
						VPD HERRERA,GUSTA		*5D30				20:24:58								01:55:27
						VPD LUCAS,JASON		31				20:25:44								23:38:07
						VPD ARANA,ANDRE		38E				20:25:36								01:56:49
						VPD SOUSA,ROBERTO		C2				21:04:09								01:57:08

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/29/2020

Jurisdiction: VERNON

Last Date: 09/29/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20200917744																				
RPT			09/29/2020	04:41:23	GTS															
			459VR		4515 BANDINI BL, VERNON															
						VPD LUCAS,JASON		*31	04:45:01	04:45:01	04:50:37									05:27:26
						VPD GODOY,RAYMON		41			05:01:45									05:27:26
20200917759																				
RPT			09/29/2020	09:21:35	UNK															
			20002		2468 E 26TH, VERNON															
						VPD PEREZ,NICK		*L2	09:23:35	09:23:36										09:23:41
						VPD FINO,MARCUS		21W	09:34:15	09:34:15	09:36:00									09:58:35
						VPD CERDA,PAUL,JR		41E	09:23:43	09:23:44	09:34:34									09:46:59
20200917767																				
RPT			09/29/2020	11:20:43	RAMIRO															
			901TR		S ATLANTIC BL // BANDINI BL, VERNON															
						VPD CERDA,PAUL,JR		*41E	11:22:05	11:22:06	11:27:02									12:46:12
						USTOW		US TOW	12:34:35	12:34:36										12:43:33
20200917768																				
RPT			09/29/2020	11:32:53	ANDRES GUTIERREZ															
			902T		1905 E 55TH, VERNON															
						VPD VILLEGAS,RICHA		*31	11:36:20	11:36:20	11:50:08									12:30:02
20200917772																				
TRAN			09/29/2020	12:28:42	SPRINT 866-398-3284															
RPT			20002		3420 E VERNON AV, VERNON															
						VPD VILLEGAS,RICHA		*31		12:36:17	12:39:52									13:17:08
						VPD CERDA,PAUL,JR		41E		12:51:08										13:14:22
20200917776																				
RPT			09/29/2020	13:39:21	VERIZON WIRELESS 1-800-451-5242															
			901T		S SOTO // FRUITLAND AV, VERNON															
						VPD VILLEGAS,RICHA		*31		13:40:30	13:47:51									13:49:30

VERNON POLICE DEPARTMENT

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

First Date: 09/29/2020

Jurisdiction: VERNON

Last Date: 09/29/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time											
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20200917776																			
RPT		09/29/2020	13:39:21	901T		VERIZON WIRELESS 1-800-451-5242													
						S SOTO // FRUITLAND AV, VERNON													
						VPD FINO,MARCUS	21W	13:42:04		13:42:04	13:44:20								14:05:35
						VPD VALENZUELA,FEI	32W				13:48:19								14:05:35
						VPD CERDA,PAUL,JR	41E		13:46:00	14:03:43							14:03:44		
20200917782																			
RPT		09/29/2020	14:35:25	459VR		COLONIAL VAN LINES													
						6200 MALBURG WY, VERNON													
						VPD ZOZAYA,OSCAR	*38E	14:37:20	14:37:20	14:46:01									15:19:24
20200917784																			
RPT		09/29/2020	15:12:28	902T		DANIEL													
						E VERNON AV // ALAMEDA, VERNON													
						VPD VALENZUELA,FEI	*32W	15:13:52	15:13:53	15:19:26									15:57:26
20200917786																			
RPT		09/29/2020	15:25:33	20002R		GOLDEN WEST TRADING													
						4401 DOWNEY RD, VERNON													
						VPD SWINFORD,PHILL	*40	15:27:09	15:27:10	15:31:21									15:57:30
20200917789																			
SUP		09/29/2020	16:01:14	140		INTERNATIONAL TRADING													
						4635 FRUITLAND AV, VERNON													
						VPD ZOZAYA,OSCAR	*38E	16:04:16	16:04:16	16:15:12									17:18:38
20200917793																			
RPT		09/29/2020	16:56:23	901T		ALCOA AV // SLAUSON AV, VERNON													
OR																			
						VPD SWINFORD,PHILL	*40		16:57:13	17:00:55									18:01:32
						VPD VALENZUELA,FEI	32W		16:58:33	17:05:43							17:32:38		
						USTOW	US TOW	17:03:23	17:03:24	17:22:15									18:01:33

VERNON POLICE DEPARTMENT

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

First Date: 09/29/2020

Last Date: 09/29/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time											
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20200917801	RPT		09/29/2020	19:14:38	FARMER JOHN		3049 E VERNON AV, VERNON												
			242R																
						VPD	SALDANA,CARLO	*31W	19:18:59	19:19:00	19:19:01								20:59:22
						VPD	LANDA,RAFAEL	43			19:37:15								20:52:00

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 09/30/2020

Last Date: 09/30/2020

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time				
								Dispatch	Enroute	OnScene	Depart	Arrive
20200917854												
RPT		09/30/2020	14:16:11	422R	W ON SITE SERVICES 2043 ROSS, VERNON							
								<i>Department</i> VPD	<i>OCA Number</i> CR20201653	<i>RMS Juris</i> CA0197300		
					VPD CERDA,PAUL,JR	*43W	14:19:35	14:19:55	14:26:14			15:30:06
					VPD SWINFORD,PHILL	40E		14:58:25				15:30:06
20200917859												
VREC		09/30/2020	15:40:02	LOCATE	LAPD / KELMARK TOW 105TH // GRAHM, VERNON							
20200917861												
RPT		09/30/2020	16:42:00	ASSISTFD	XPO LOGISTICS 2929 E 54TH, VERNON							
					VPD ZOZAYA,OSCAR	*41W	16:42:16	16:43:36	16:45:18			17:19:41
					VPD STEVENSON,KEN	32E		16:49:57	16:56:00			18:20:27
					VPD ESCOBEDO,ALEX	5D33			17:04:23			17:19:51
					VPD VELEZ,MARISSA	5D34			17:03:36			17:19:51
					VPD MARTINEZ,GABRI	S5			16:44:58			18:20:27
20200917877												
RPT		09/30/2020	22:30:14	909T	MTA S SOTO // LEONIS BL, VERNON							
CITY								<i>Department</i> VPD	<i>OCA Number</i> CR20201655	<i>RMS Juris</i> CA0197300		
					VPD SALDANA,CARLO	*32E		22:32:21	22:33:42			23:25:00
					VPD LANDA,RAFAEL	41			22:43:19			23:15:38

* Denotes Primary Unit

City Council Agenda Item Report

Agenda Item No. COV-396-2020
Submitted by: Efrain Sandoval
Submitting Department: Public Utilities
Meeting Date: November 17, 2020

SUBJECT

2019 Power Source Disclosure Program Annual Report and Power Content Label

Recommendation:

- A. Ratify the submission to the California Energy Commission (CEC) of the attestation signed by Vernon Public Utilities' General Manager, of the veracity of the 2019 Power Source Disclosure Program Annual Report; and
- B. Approve the 2019 Power Content Label and authorize its submission to the CEC.

Background:

In 1997, the California Legislature adopted Senate Bill 1305, adding Article 5, titled "Electricity Generation Source Disclosure," (Article 5) to the California Code Regulations. Under state law, Public Utilities Code Sections 398.4 and 398.5, retail suppliers of electricity must annually: (1) disclose to their end use customers the electricity sources for their sales to those customers in the form of a Power Content Label; and (2) report this same information, together with supporting documentation in verified form, to the CEC, in the form of a Power Source Disclosure Annual Report.

In 2009, Senate Bill 1305 Article 5 and Assembly Bill 162 (Stats. 2009. Ch. 313) were tied together requiring the information used to calculate the Power Content Label for each calendar year be sent to the CEC as a Power Source Disclosure Annual report by June 1st and independently audited by October 1st. In lieu of an independent audit, an authorized agent of the City must submit to the CEC, under penalty of perjury attesting to the accuracy of the annual Power Source Disclosure Report. Abraham Alemu, General Manager of Public Utilities, is the authorized agent who has verified that the information submitted to the CEC was true and correct to his best knowledge.

Effective October 31, 2016, the CEC changed its submission rules and now requires, not only an authorized agent to verify the information, but also that the City Council approve the Power Source Disclosure Program Annual Report (attachment 1) and the Power Content Label (attachment 2) at a public meeting. Vernon Public Utilities submitted the 2019 Public Source Disclosure Program Annual Report and the Power Content calculations to the CEC on August 5, 2020, with the staff attestation.

This information has been provided to customers by posting the "Power Content Label" on the City's website (www.cityofvernon.org). Upon City Council's approval of the Power Content Label, staff will submit the document to the CEC.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [2019 Power Source Disclosure Program Annual Report](#)
2. [2019 Power Content Label](#)



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure

For the Year Ending December 31, 2019

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
City of Vernon: Vernon Public Utilities	
ELECTRICITY PORTFOLIO NAME	
VPU General Power Mix	
CONTACT INFORMATION	
Name	Abraham Alemu
Title	General Manager of Public Utilities
Mailing Address	4305 S. Santa Fe Avenue
City, State, Zip	Vernon, CA 90058
Phone	(323) 583-8811 Ext. 250
E-mail	Aalemu@ci.vernon.ca.us
Website URL for PCL Posting	http://www.cityofvernon.org/

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commission's website at <https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office>.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 654-3954.



INTRODUCTION

Retail suppliers are required to submit separate Annual Reports for each electricity portfolio offered to California retail consumers in the previous calendar year. Enter the Retail Supplier Name and Electricity Portfolio Name at the top of Schedule 1, Schedule 2, Schedule 3, and the Attestation.

A complete Annual Report includes the following tabs:

PSD Intro
Instructions
Schedule 1 - Procurements and Retail Sales
Schedule 2 - Retired Unbundled Renewable Energy Credits (RECs)
Schedule 3 - Annual Power Content Label Data
Asset-Controlling Supplier (ACS) Procurement Calculator
PSD Attestation

INSTRUCTIONS

Schedule 1: Procurements and Retail Sales

Retail suppliers of electricity must complete this schedule by entering information about all power procurements and generation that served the identified electricity portfolio covered in this filing in the prior year. The schedule is divided into sections: directly delivered renewables, firmed-and-shaped imports, specified non-renewables, and procurements from ACSs. Insert additional rows as needed to report all procurements or generation serving the subject product. Provide the annual retail sales for the subject product in the appropriate space. At the bottom of Schedule 1, provide the retail suppliers' other electricity end-uses that are not retail sales, such as transmission and distribution losses. **Any retail supplier that offered multiple electricity portfolios in the prior year must submit separate Annual Reports for each portfolio offered.**

Specified Purchases: A Specified Purchase refers to a transaction in which electricity is traceable to specific generating facilities by any auditable contract trail or equivalent, such as a tradable commodity system, that provides commercial verification that the electricity claimed has been sold once and only once to retail consumers. For specified purchases, include the following information for each line item:

Facility Name - Provide the name used to identify the facility.

Fuel Type - Provide the resource type (solar, natural gas, etc.) that this facility uses to generate electricity.

Location - Provide the state or province in which the facility is located.

Identification Numbers - Provide all applicable identification numbers from the Western Renewable Energy Generation Information System (WREGIS), the Energy Information Agency (EIA), and the California Renewables Portfolio Standard (RPS).

Gross Megawatt Hours Procured - Provide the quantity of electricity procured in MWh from the generating facility.

Megawatt Hours Resold - Provide the quantity of electricity resold at wholesale.

Net Megawatt Hours Procured - The Schedule automatically calculates the quantity of electricity procured minus resold electricity.

Unspecified Power: Unspecified Power refers to electricity that is not traceable to specific generation sources by any auditable contract trail or equivalent, or to power purchases from a transaction that expressly transferred energy only and not the RECs associated from a facility. Do not enter procurements of unspecified power. The schedule will calculate unspecified power procurements automatically.

Schedule 2: Retired Unbundled RECs

Complete this schedule by entering information about unbundled REC retirements in the previous calendar year. Unbundled RECs will be automatically displayed on Schedule 3 as a percentage of retail sales.

Schedule 3: Annual Power Content Label Data



This schedule is provided as an automated worksheet that uses the information from Schedule 1 to calculate the power content, or resource mix, for each electricity portfolio. The percentages calculated on this worksheet should be used for your Power Content Label.

ACS Resource Mix Calculator

Retail suppliers may report specified purchases from ACS system power if the ACS provided its fuel mix of its specified system mix to the Energy Commission. Use the calculator to determine the resource-specific procurement quantities, and transfer them to Schedule 1.

Attestation

This template provides the attestation that must be submitted with the Annual Report to the Energy Commission, stating that the information contained in the applicable schedules is correct and that the power has been sold once and only once to retail consumers. This attestation must be included in the package that is transmitted to the Energy Commission. Please provide the complete Annual Report in Excel format and the complete Annual Report with signed attestation in PDF format as well.



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
 For the Year Ending December 31, 2019
 City of Vernon: Vernon Public Utilities
 VPU General Power Mix

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out. For firm-and-shaped imports, provide the EIA ID of the substitute power, not the generator ID of the RECs. For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "unspecified", "BPA," "Powerex," or "Tacoma" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell L9. Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	1,059,057
Net Specified Procurement (MWh)	988,403
Unspecified Power (MWh)	70,654
Procurement to be adjusted	-
Net Natural Gas	630,813
Net Coal & Other Fossil Fuels	-
Net Nuclear, Large Hydro & Renewables	357,590

DIRECTLY DELIVERED RENEWABLES

Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh		Adjusted Net MWh		N/A
							Procured	MWh Resold	Procured	Procured	
Antelope DSR1	Solar	California	63125A	W5083		60186	64,179		64,179	64,179	
Astoria 2	Solar	California	62691A	W4931		59977	57,415		57,415	57,415	
Puente Hills	Biomass & biowaste	California	60290A	W448		10472	44,085		44,085	44,085	
RE Tranquillity - Tranquillity	Solar	California	61269A	W4898		59939	79,405		79,405	79,405	
									-	-	
									-	-	
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									-	-	
									-	-	

FIRMED-AND-SHAPED IMPORTS



END USES OTHER THAN RETAIL SALES	MWh
Municipal usage (lighting, city buildings)	10,167



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure
SCHEDULE 2: PRORCUREMENTS AND RETAIL SALES
For the Year Ending December 31, 2019
City of Vernon: Vernon Public Utilities
VPU General Power Mix

INSTRUCTIONS: Enter information about retired unbundled RECs associated with this electricity portfolio. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out.

										Total Unbundled RECs	-
RETIRED UNBUNDLED RECS											
Facility Name	Fuel Type	Location (State or Province)	RPS ID	N/A	N/A	Total Retired (in MWh)	N/A	N/A	N/A	N/A	N/A



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source
SCHEDULE 3: ANNUAL POWER CONTENT LABEL DATA
for the year ending December 31, 2019
City of Vernon: Vernon Public Utilities
VPU General Power Mix

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	245,084	23.1%
Biomass & Biowaste	44,085	4.2%
Geothermal	-	0.0%
Eligible Hydroelectric	-	0.0%
Solar	200,999	19.0%
Wind	-	0.0%
Coal	-	0.0%
Large Hydroelectric	19,725	1.9%
Natural gas	630,813	59.6%
Nuclear	92,781	8.8%
Other	-	0.0%
Unspecified Power	70,654	6.7%
Total	1,059,057	100.0%

Total Retail Sales (MWh)	1,059,057
---------------------------------	------------------

Percentage of Retail Sales Covered by Retired Unbundled RECs	0.0%
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ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell A8, A23, or A38. In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

Powerex				
Net MWH Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.915	-
		Natural gas	0.013	-
		Nuclear	0.006	-
		Other	0.032	-
		Unspecified Power	0.034	-

Bonneville Power Administration				
Net MWH Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.85	-
		Natural gas		-
		Nuclear	0.11	-
		Other		-
		Unspecified Power	0.04	-

Tacoma Power				
Net MWH Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.896	-
		Natural gas		-
		Nuclear	0.064	-
		Other		-
		Unspecified Power	0.04	-



**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure
ATTESTATION FORM**
for the year ending December 31, 2019
City of Vernon: Vernon Public Utilities
VPU General Power Mix

I, Abraham Alemu,
General Manager of Public Utilities, **City of Vernon, declare under penalty of perjury, that the statements contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as an authorized agent of City of Vernon, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specified purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail customers.**

Name: Abraham Alemu
Representing City of Vernon

Signature: _____

Abraham Alemu

Dated: August 5, 2020

Executed at: Vernon, CA

2019 POWER CONTENT LABEL		
Vernon Public Utilities		
www.cityofvernon.org		
ENERGY RESOURCES	Power Mix	2019 CA Power Mix
Eligible Renewable¹	23.2%	31.7%
Biomass & Biowaste	4.2%	2.4%
Geothermal	0.0%	4.8%
Eligible Hydroelectric	0.0%	2.0%
Solar	19.0%	12.3%
Wind	0.0%	10.2%
Coal	0.0%	3.0%
Large Hydroelectric	1.9%	14.6%
Natural Gas	59.6%	34.2%
Nuclear	8.8%	9.0%
Other	0.0%	0.2%
Unspecified sources of power²	6.7%	7.3%
TOTAL	100%	100%
Percentage of Retail Sales Covered by Retired Unbundled RECs³	0.0%	
<p>¹The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.</p> <p>²Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.</p> <p>³Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.</p>		
For specific information about this electricity product, contact:	Vernon Public Utilities (323) 583-8811	
For general information about the Power Content Label, please visit:	http://www.energy.ca.gov/pcl/	
For additional questions, please contact the California Energy Commission at:	Toll-free in California: 844-454-2906 Outside California: 916-653-0237	

City Council Agenda Item Report

Agenda Item No. COV-401-2020
Submitted by: Joanna Moreno
Submitting Department: Public Utilities
Meeting Date: November 17, 2020

SUBJECT

Access, License and Reimbursement Agreement with the Water Replenishment District for Destruction of Well No. 5

Recommendation:

A. Find that the proposed action is exempt from California Environmental Quality Act (CEQA) review, 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 occurs in the future, relying on this approval, would be subject to CEQA review at that time and the Water Replenishment District of Southern California (WRD) would be the lead agency, with oversight by the State Water Resources Control Board (SWRCB); and
B. Approve and authorize the City Administrator to execute an Access, License and Reimbursement Agreement with WRD, in substantially the same form as submitted, for the purpose of destroying Well No. 5, in an amount sufficient to fund twenty percent of the final costs of destroying Well No. 5 as well as an equal split (1/5) of shared costs included in the Well Destruction Program Project, currently estimated to be in the amount of \$43,000, for a term of twenty years.

Background:

The City of Vernon owns and operates a domestic water system that provides drinking water to the majority of the City. Construction of the water system started in the mid-1930s. On April 25, 1938, the City completed construction of Well No. 5. The well was operated until 1977, at which time volatile organic compounds (VOCs) were detected, and the well was placed out of service. In 2008, due to drought conditions, Water Division staff commissioned several technical memoranda to determine the feasibility of retrofitting Well No. 5. Since the commissioning of technical memoranda, the well continued to remain idle.

In October 2016, the SWRCB performed an inspection of the City's water system and on August 21, 2017, the SWRCB issued the corresponding inspection report, System No. 1910167 – Water System Inspection of the City of Vernon ("2016 Inspection Report"). The 2016 Inspection Report identified Well No. 5 as deficient in its current condition, requiring correction. The SWRCB ordered the City to respond by January 2018 with the decision to either rehabilitate or destroy the well. In January 2018, staff requested, and was granted, more time to investigate possible rehabilitation of the well. Upon conclusion of the investigation, staff determined that Well No. 5 had exhausted its intended useful life.

On September 18, 2018, City Council authorized the City Administrator to notify SWRCB of the City's plans to destroy Well No. 5. Early in 2019, City staff became aware of a then-upcoming Well Destruction Program to be offered by WRD. Since then, City staff has actively worked with WRD to secure grant funding for the destruction of Well No. 5. The Well Destruction Program utilizes funding from SWRCB's Proposition 1 Groundwater Grant Program.

In June 2020, WRD and SWRCB entered into a grant agreement—Water Replenishment District of Southern California and California State Water Resources Control Board Implementation Grant Well Destruction Program Project Agreement No. SWRCB0000000000D1912535 (Grant Agreement)—for the Well Destruction Program Project (Project), which includes City of Vernon Well No. 5 and four other wells in the region (attachment 2). The grant will fund 80 percent of the Project, with a 20 percent match by WRD. The City will be required to reimburse WRD for the City’s portion of the match, currently estimated at \$43,000.

WRD will manage the entire project with limited assistance from the City. As such, WRD would be responsible for complying with Sections 25.17 and 25.27 of the Vernon Municipal Code as applicable to the destruction of any wells in the City. Additionally, SWRCB will oversee the Project as part of the Grant Agreement.

The Grant Agreement has a work completion date (i.e., Project duration) of February 28, 2023. The proposed Access, License and Reimbursement Agreement is for a twenty-year term, as required by the Grant Agreement. The Access, License and Reimbursement Agreement has been reviewed and approved as to form by the City Attorney.

Fiscal Impact:

If approved, the City will reimburse WRD for the City’s portion of the Grant Agreement match, which is currently estimated to be in the amount of \$43,000. The final match amount will be determined based on the final Project costs; the City will pay 20 percent of the final cost of destroying Well No. 5 and shared administrative-type (e.g., CEQA, reports, etc.) costs will be spread across the five wells included in the Grant Agreement. Upon completion of the Project, WRD will submit an invoice for the corresponding match portion from the City. The Water Division will budget for the anticipated expense in Fiscal Year 2022-2023, to be paid with Capital Outlay account 020.1084.900000. The Well No. 5 Destruction Project is included in the Water Division’s 5-year Capital Improvement Plan.

Attachments:

- [1. Access, License and Reimbursement Agreement with WRD](#)
- [2. June 2020 WRD and SWRCB Grant Agreement](#)

ACCESS, LICENSE AND REIMBURSEMENT AGREEMENT

This Access and License Agreement (“License” or “Agreement”) is made and entered into on _____, 2020, by and between the City of Vernon (“City” or “Licensor”), a California charter City and California municipal corporation and the Water Replenishment District (“WRD or Licensee”) together referred to as the (“Parties”) with respect to the following:

WHEREAS, Licensor is the owner of real property (Assessor Identification Number 6303-010-901) located at 3570 East Vernon Avenue in Vernon, CA 90058 (hereinafter referred to as “Site”); and

WHEREAS, WRD is responsible for managing the groundwater supplies for 43 cities in south Los Angeles County in the Central Basin and West Coast Basin; and

WHEREAS, WRD applied for and received a Proposition 1 Groundwater Grant (memorialized in that certain Grant Implementation Agreement No. SWRCB 0000000000D1912535 incorporated herein by this reference), from the State Water Resources Control Board (SWRCB) to destroy five (5) inactive water supply wells to help protect local drinking water aquifers from the spread of contamination in the Central Basin (the “Grant”); and

WHEREAS, one of the inactive water supply wells identified for destruction is located at the Site (“Project”) within the City’s boundaries (“Well #5”); and

WHEREAS, the Grant funds 80% of the costs for the Project’s Scope of Work, attached hereto as Exhibit “A” and incorporated herein by this reference, and requires that the City contribute the balance of the funding, 20% of identified costs; and

WHEREAS, City has agreed to contribute the 20% to cover the balance of costs related to the Project; and

WHEREAS, Licensor receives much of its water supply from local wells, and therefore it is very important to ensure plentiful and high-quality water in the City and southern Los Angeles County by destroying and removing inactive wells, which have the potential of spreading contaminants into the aquifers in the Central Basin; and

WHEREAS, WRD will hire a contractor and consultant (hereinafter referred to as “Subcontractors”) to perform the work contemplated under the Scope of Work; and

WHEREAS, WRD requests permission and access from Licensor to destroy Well #5 at the Site; and

WHEREAS, Licensor wishes to grant WRD access to the Site pursuant to the terms and conditions of this License allowing WRD and its Subcontractors to implement the Scope of Work..

NOW, THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

1. Recitals

The above recitals are true and correct and are incorporated herein by this reference.

2. License

Licensor grants to WRD and Subcontractors a revocable and non-transferable license to enter the Site to conduct the work defined in the Scope of Work, which will or may include the following:

Location: 3570 East Vernon Avenue in Vernon, CA 90058, and as further defined in the Scope of Work.

Staging Area: Upon the execution of this License, Licensor and WRD shall agree upon a location to stage materials and equipment necessary or prudent to complete work at the Site.

Scope of Work: WRD, in connection with its Subcontractors, shall conduct all work necessary to complete the Scope of Work attached hereto as Exhibit "A". Said Scope of Work shall identify all aspects of the Project. The License is limited to the activities described in the Scope of Work. This License contemplates any and all actions deemed necessary by WRD and its Subcontractors in preparation for or termination of those activities. Licensor does not grant permission for the performance of any other activities not previously agreed upon in writing by Licensor.

Duration: It is intended by the Parties that this License shall continue for a period of twenty (20) years per the Grant. This License shall be binding on all successors and assigns. Notwithstanding the foregoing term, Licensor may terminate this License at any time upon 30 days' prior written notice if, in the Licensor's reasonable determination, this License materially interferes with City's or its lessees' ability to use or develop the Site. WRD may terminate this License at any time and for any reason upon 30 days' prior written notice to Licensor.

3. City's Contribution

The Project will benefit disadvantaged communities (DACs) / economically disadvantaged areas (EDAs). The City has been identified through the funding program as qualifying for a significantly reduced match by the SWRCB (i.e., 20%). The remaining portion of the Project costs will be reimbursed (as a grant) by the SWRCB (i.e., 80%).

The City by signing this Agreement agrees to pay its portion of the match, which is currently estimated to be approximately Forty-Three Thousand Dollars and 00/100 Cents (\$43,000.00) or 20% of the identified costs ("Match Amount") using existing estimates. The final Match Amount will be determined based on the final Project costs.

Upon completion of the Project, WRD will submit an invoice for payment for the match portion from the City. The City agrees to pay WRD the final Match Amount within 60 days. The City also agrees that if the City fails to remit payment as agreed, the City shall be liable for any and all costs and fees incurred by WRD for collecting such payment in addition to the payment of the original amount.

4. Manner of Work

Prior to the start of any work contemplated under this License, WRD agrees to coordinate with Licensor. WRD agrees to utilize its best efforts to minimize noise, fumes, dust, fluids and other similar effects in conducting the Scope of Work and shall not otherwise interfere with the operations of the Site and/or businesses operating within Licensor's borders adjacent to the Site.

5. Insurance

WRD shall provide, prior to commencement of the Scope of Work, to Licensor evidence of the following insurance procured by WRD for WRD liability:

Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. The following coverage shall also be included: premises/operations; products completed operations; contractual, independent contractors; broad form property damage and personal injury. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the WRD performance of this Agreement.

WRD agrees to subrogate General Liability resulting from performance under this Agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and the City's City Council ("City Council") from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims").

Contractors Pollution Liability: The Parties to this License acknowledge that WRD does not carry a stand-alone pollution liability policy. WRD agrees to have each contractor on Site carry pollution liability coverage in the amount indicated. Licensor shall be named as the certificate holder. Policy limit shall provide coverage of no less than \$1,000,000 per claim and in the aggregate. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs of defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

Comprehensive Automobile Liability Insurance: \$1,000,000 combined single-limit per accident for bodily injury or property damage. The following coverage shall be included: owned automobiles, hired automobiles, not-owned automobiles. WRD agrees to subrogate automobile liability resulting from performance under this Agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services.

Workers' Compensation and Employer Liability: Workers' Compensation limits as required by the Labor Code of the State of California and employer liability limits of \$2,000,000 per accident.

Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to the City. Insurance shall be placed with insurers with an AM Best rating of no less than A-VIII. Prior to commencement of performance, Contractor shall furnish the City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by the City. The City may require complete, certified copies of any or all policies at any time.

6. Indemnification

To the fullest extent permitted by law, WRD hereby agrees that at its sole cost and expense, it shall indemnify Licensor its officers, elected officials, employees, successors, and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, judgements and those judgements arising in connection to applicable environmental laws, obligations, errors, omissions or liabilities (herein "claims or liabilities"), including but not limited to professional negligence, that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of WRD, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of WRD hereunder, or arising from WRD's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of the City. City acknowledges that WRD's actions in the scope of work is limited to the termination of City's identified well. This indemnification is strictly limited to the actions of WRD and its agents. WRD shall not assume any liability for any condition existing prior to the work done by WRD and City shall bear liability for any and all claims related to its well, including any environmental claims not related to the work by WRD. City hereby agrees to fully indemnify WRD for any and all claims related to the well and any environmental liabilities related to the same not covered by WRD's indemnity obligations set forth in this section. Further, City acknowledges that WRD's work as contemplated under this Agreement is being conducted in compliance with all applicable laws governing the same. Indemnitor shall pay the indemnified party for any attorney's fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

7. Restoration of Property

Promptly after performing the Scope of Work, WRD shall restore the Site to the condition that existed prior to the execution of this License. Said groundwater treatment system shall be terminated in accordance with all applicable regulations.

8. Compliance with Applicable Laws

WRD agrees that all activities performed pursuant to this License shall comply with all applicable local, state and federal laws, including, but not limited to, resolutions, statutes, regulations, codes, rules and ordinances.

9. Governing Law

This License shall be governed by and interpreted pursuant to California law, without regard to its conflict of laws principles.

10. Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the subject matter of this License. This License may be amended only by written instrument signed by both Parties.

11. Waste Disposal

All waste generated at the Site during completion of the Scope of Work shall be timely and properly disposed of by WRD and its Subcontractors in accordance with all federal, state and local laws. The City shall be designated as the ‘generator’ on any and all non-hazardous or hazardous waste manifests required to be prepared as part of the work authorized by this License; provided that WRD and its Subcontractors agree that they shall be jointly and/or severable liable for any violations, claims or liabilities related to the improper preparation of the required manifests and/or disposal of non-hazardous or hazardous waste WRD’s obligations under this Section shall be carried, to the fullest extent permitted by law, in addition to those covenants and obligations outlined in Section 6 “Indemnification,” above.

12. Relationship of the Parties

The Parties expressly disavow any intent or desire to create a partnership, joint venture, joint enterprise, principal and agent, or any or other business relationship by entering into this License other than that of licensor and licensee.

13. Counterparts

This License may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

14. Notices

If to the Licensor: City of Vernon
4305 South Santa Fe Avenue
Vernon, CA 90058
ATTN: Abraham Alemu, General Manager of Public
Utilities
Email: aalemu@ci.vernon.ca.us
Tel: (323) 583-8811

If to WRD: Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, CA 90712
ATTN: Brian Partington, Manager of Hydrogeology
Email: bpartington@wrd.org
Tel: (562) 921-5521

IN WITNESS WHEREOF, Licensor and WRD have caused this License to be executed by their respective duly authorized representatives as of the dates set forth below.

CITY OF VERNON, a California charter City and California municipal corporation

By: _____

Name and Title: Carlos Fandino, City Administrator

Date: _____

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
Interim City Attorney

WATER REPLENISHMENT DISTRICT

Signature
Vera Robles DeWitt

Print Name
President, Board of Directors

Title

Signature
Willard H. Murray, Jr.

Print Name
Secretary, Board of Directors

Title

Approved As To Form

LEAL, TREJO LLP

Attorneys for the Water Replenishment District

Attached: Exhibit A - Scope of Work

EXHIBIT A

SCOPE OF WORK

The Water Replenishment District (WRD) was awarded a Proposition 1 Groundwater Grant (“Grant”) from the State Water Resources Control Board (SWRCB) to destroy five (5) inactive water supply wells located in the Central Basin. The eligible work start date for the Grant is October 18, 2019. The work completion date for the Grant is February 28, 2023. The tasks that will be completed as part of the grant are summarized as follows:

Project Management:

General project management tasks may include status update meetings, maintaining a project schedule, general grant administration (progress report, reimbursements, accounting, etc.), and coordinating with the grant Project Manager.

General Compliance Requirements / Project Effectiveness and Performance:

Identify each well location via Global Positioning System (GPS) and upload electronic documentation to GeoTracker as maintained by the SWRCB. Prepare a brief letter report documenting the project goals, desired outcome, purpose and objectives, and methods of measuring project success (aka, Project Assessment and Evaluation Plan [PAEP]).

Environmental Compliance and Permitting

Complete documentation required under the California Environmental Quality Act (CEQA). A draft and final version will be prepared in consultation with the City and grant Project Manager. The access agreement is included under this task and is required as part of the grant agreement we have with the SWRCB. All other permits to conduct the work will be obtained by WRD.

Technical Advisory Committee

The Grant requires the formation of a technical advisory committee (TAC). The TAC will review key documents (Well Location Report and Well Destruction Design Plan) and provide input to the team and grant Project Manager. One representative will be selected from three different regulatory agencies including the Division of Drinking Water, Los Angeles Regional Water Quality Control Board, and SWRCB.

Well Location Investigation

WRD will prepare a Grant-required Well Location Report. This letter type report will include a well location map (including nearby water wells) and summarize readily available data (water quality, water levels, etc.) for Well #5. A well completion report will be included along with a cross-section illustrating the aquifers that would be protected by destroying Well #5.

Well Destruction Design Plan

A Well Destruction Design Plan will be prepared describing the well destruction process and will be discussed with the City, TAC, and grant Project Manager. A video log will be conducted prior to preparing the plan unless a recent video log has been conducted by the City. WRD will also prepare bid documents and hire a drilling contractor via a Request for Bid (RFB).

Implementation

A drilling contractor will conduct work outlined in the approved Well Destruction Design Plan. The contractor will be overseen by a professional consulting firm already under contract with WRD. Upon completion, WRD will prepare and submit a Well Destruction Report. A final copy will be provided to the City.

Public Outreach

WRD will hold one (1) public workshop to discuss the project and funding provided by the SWRCB. WRD will also prepare a one-page flyer for the project and provide a brief project description on its website (www.wrd.org). WRD external affairs staff will prepare the materials in consultation with the City and grant Project Manager. The grant also requires project signage at the site including a disclosure statement “Funding for this project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board” and color logos for Prop 1 and SWRCB.

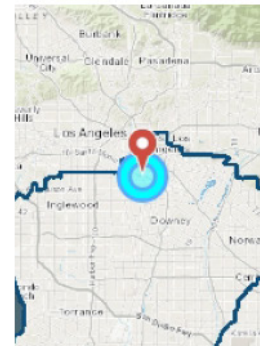
WRD will manage the entire project but may periodically need limited assistance from the City.

EXHIBIT A
SCOPE OF WORK
WELL LOCATION MAP



Well Construction Report
WRD ID: 200144
State ID: 2S/13W-11R03S

Well Owner:	Vernon, City of		
Owner's Name for Well:	5		
Year Drilled:	1938	Depth to Highest Perforation (ft):	943
Year Destroyed:		Depth to Lowest Perforation (ft):	1118
Well Type:	PW	Number of Perforated Intervals:	3
Well Status:	D	Well Log Available?:	Y
Well Depth (ft):	1220	Casing Type:	
Well Diameter (in):	18	Drilling Method:	CAB
		Data Source:	DWR



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 Report Produced 09/09/2020

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GROUNDWATER

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



IMPLEMENTATION GRANT

WELL DESTRUCTION PROGRAM PROJECT

AGREEMENT NO. SWRCB0000000000D1912535

PROJECT FUNDING AMOUNT: \$844,240

ELIGIBLE WORK START DATE: OCTOBER 18, 2019
WORK COMPLETION DATE: FEBRUARY 28, 2023
FINAL REIMBURSEMENT REQUEST DATE: MARCH 31, 2023
RECORDS RETENTION END DATE: FEBRUARY 28, 2059

AGREEMENT

1. AUTHORITY.

The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 79771 of the Water Code, and Resolution No. 2017-0075.

2. INTENTION.

- (a) The Recipient desires to receive financial assistance for and undertake work required for the groundwater implementation project (Project) set forth on the Cover Page and described in Exhibit A of this Agreement from the State Water Board according to the terms and conditions set forth in this Agreement.
- (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

- (a) The State Water Board hereby makes a grant to the Recipient in accordance with the provisions of this Agreement.
- (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:
 - (1) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
 - (2) The Recipient must deliver to the Division a resolution authorizing the Recipient to enter into this Agreement and identifying its Authorized Representative by title.
- (c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Records Retention End Date.
- (d) This Agreement includes the following exhibits and attachments thereto:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING TERMS

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS AND CONDITIONS

EXHIBIT D – SPECIAL CONDITIONS

4. PARTY CONTACTS.

The Party Contacts during the term of this Agreement are:

State Water Board		Water Replenishment District of Southern California	
Section:	Division of Financial Assistance		
Name:	Kira Smith, Project Manager	Name:	Brian Partington, Project Director
Address:	1001 I Street, 17th Floor	Address:	4040 Paramount Blvd.
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Lakewood, CA 90712
Phone:	(916) 319-8257	Phone:	(562) 275-4249
Fax:	(916) 341-5296	Fax:	(562) 921-6101
Email:	Kira.smith@waterboards.ca.gov	Email:	bpartington@wrđ.org

Direct inquiries to:

State Water Board		Water Replenishment District of Southern California	
Section:	Division of Financial Assistance		
Name:	Brittani Evans, Program Analyst	Name:	Theodore Johnson, Grant Contact
Address:	1001 I Street, 17th Floor	Address:	4040 Paramount Blvd.
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Lakewood, CA 90712
Phone:	(916) 341-5930	Phone:	(562) 921-5521
Fax:	(916) 341-5296	Fax:	(562) 921-6101
Email:	Brittani.Evans@waterboards.ca.gov	Email:	tjohnson@wrđ.org

The Recipient may change its Project Director upon written notice to the Project Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Deputy Director" means the Deputy Director of the Division.

"District Office" means District Office of the Division of Drinking Water of the State Water Board.

"Division" means the Division of Financial Assistance of the State Water Board or any other division or unit of the State Water Board authorized to administer this Agreement.

"Division of Drinking Water" means the Division of Drinking Water of the State Water Board.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.

"Event of Default" means the occurrence of any of the following events:

- (a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- (b) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- (c) Failure to operate the Project without the Division's approval;
- (d) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- (e) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- (f) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;

- (g) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds reimbursements or disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project. The Grant Contact is set forth in Section 4 of this Agreement.

"Guidelines" means the State Water Board's "Proposition 1 Groundwater Grant Program Funding Guidelines," in effect as of the execution date of this Agreement.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Match Funds" means funds provided by the Recipient towards the Project Costs incurred on or after November 4, 2014. Funds spent on ineligible Project Costs are not Match Funds.

"Material Obligation" means an obligation of the Recipient that is material to this transaction.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Division staff set forth in Section 4 of this Agreement.

"Project" means the Project funded by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

"Project Costs" means the incurred costs of the Recipient which are eligible for funding under this Agreement, pursuant to applicable statutes, policy, regulation, or guidelines.

"Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 4 of this Agreement.

"Project Funding Amount" means the maximum amount payable under this Agreement, as set forth on the Cover Page.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Project Manager" means the person designated by the State Water Board to manage performance of this Agreement. The Project Manager is set forth in Section 4 of this Agreement.

"Recipient" means Water Replenishment District of Southern California.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records related to this Agreement and is set forth on the Cover Page of this Agreement.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Reimbursement Period" means the period during which Project Funds may be disbursed.

"Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board.

"Useful Life" means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

"Work Completion" means the Recipient's submittal of all work set forth under Exhibit A for review and approval by the Division.

"Work Completion Date" means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.

"Year" means calendar year unless otherwise expressly indicated.


IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA:

By: 
Name: Robb Whitaker
Title: General Manager

Date: 06/04/20

STATE WATER RESOURCES CONTROL BOARD:

By: 
Name: Leslie S. Laudon
Title: Deputy Director
Division of Financial Assistance

Date: 6/16/20

EXHIBIT A – SCOPE OF WORK

A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

- (a) The Project is for the benefit of the Recipient. The funding under this Agreement is for the purpose of destroying five (5) inactive supply wells that are acting as conduits for perchlorate, 1,4-Dioxane, tetrachloroethene (PCE), and trichloroethene (TCE) contaminated groundwater and impacting drinking water supply wells in the Recipient's service area.
- (b) The Useful Life of this Project is at least twenty (20) years, which may consist of the length of time the Project must be operated and maintained in order to achieve the environmental outcome(s) identified herein, and the length of time that the environmental outcome of the Project will be sustained after the Project is no longer operated or maintained.
- (c) Scope of Work.

The Recipient agrees to do the following:

- 1. Project Management
 - 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
 - 1.2 Notify the Project Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, trainings, and fieldwork or construction activities.
 - 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Project Manager.
 - 1.4 Conduct periodic and final site visits with the Project Manager and other staff designated by the Division.
 - 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to Project Manager.
- 2. General Compliance Requirements/Project Effectiveness and Performance
 - 2.1 Submit Global Positioning System (GPS) information for project site(s) and well location(s) for this Project to the Project Manager. Submittal requirements for GPS data are available at:
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.

- 2.2 Prepare and submit a Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, and reported to the Project Manager for approval. The PAEP must detail the Project's goals, desired outcomes, purpose and objectives, and the methods of measuring and reporting the Project benefits.
 - 2.3 Prepare and upload historical groundwater data and well destruction reports to the State Water Board's GeoTracker/Groundwater Ambient Monitoring and Assessment system in Electronic Deliverable Format. Locational information for the destroyed wells shall be submitted using the Geo_XY and GEO_WELL files. Contact the Project Manager to obtain a Global ID prior to collecting samples or destroying wells.
3. Environmental Compliance and Permitting
- 3.1 Complete documentation required under the California Environmental Quality Act (CEQA) for the implementation Project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).
 - 3.1.1 Submit the draft CEQA document to the Project Manager for comment, if applicable
 - 3.1.2 Submit the final CEQA document to the Project Manager.
 - 3.1.3 Obtain written environmental clearance from the Project Manager confirming the State Water Board has made its own environmental findings and concurred that implementation may proceed.
 - 3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the useful life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Project Manager.
4. Technical Advisory Committee
- 4.1 Establish a TAC that includes representatives from the Division, the State Water Board Division of Drinking Water (DDW), the Los Angeles Regional Water Quality Control Board, and other appropriate government agencies. Submit the final list of TAC members, their roles, responsibilities, and affiliations to the Project Manager for approval.
 - 4.2 Convene a kickoff meeting to establish TAC goals and objectives, formalize roles, and create a schedule for future meetings. Submit a summary of the kickoff meeting to the Project Manager.

- 4.3 Conduct additional TAC meetings in accordance with the schedule developed in Item 4.2 and submit agendas, meeting minutes, and sign-in sheets for each meeting to the Project Manager.
5. Well Location Investigations
 - 5.1 Prepare a draft Well Locations Report and submit to the TAC for review and the Project Manager for approval. The Well Locations Report shall include maps and figures of the well locations, sampling data, contaminant concentrations, water elevations, and well completion logs and hydrogeologic cross-sections to illustrate drinking water aquifers and drinking water supply wells that would be protected by destroying inactive water supply wells in the Project Area.
 - 5.2 Finalize the Well Locations Report and submit to the TAC and the Project Manager for approval.
6. Well Destruction Design Plans
 - 6.1 Prepare Well Destruction Design Plans, in accordance with State and local requirements and include, at a minimum:
 - 6.1.1 Drilling procedures including well destruction methods, mechanical casing perforation, and blast casing perforation.
 - 6.1.2 Procedures to confirm the total depth and anticipated total well depth that will be destroyed.
 - 6.1.3 Methods for debris removal.
 - 6.1.4 Methods and materials required for well destruction.
 - 6.2 Submit the Well Destruction Design Plans to the TAC for review and the Project Manager for approval.
 - 6.3 Complete the bid documents in accordance with the approved Well Destruction Design Plans, after receiving all required approvals, and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Project Manager.
7. Implementation
 - 7.1 Award the well destruction contract and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Project Manager.
 - 7.2 Implement the Project in accordance with the approved Well Destruction Design Plans in Item 6.1 after obtaining environmental clearance in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.

- 7.3 Submit any proposed changes that arise during implementation that may affect the Project's schedule or costs to the Project Manager for approval.
 - 7.4 Submit a Well Destruction Report including the well destruction details and a summary of any changes from the Well Destruction Design Plans in Item 6.1.
8. Public Outreach
- 8.1 Develop outreach materials including flyers, posters, brochures, and advertisements, and update the Recipient's website and associated social media web pages to include Project progress and outcomes. Provide copies of the outreach materials and web links to the Project Manager.
 - 8.2 Conduct a minimum of one (1) public workshop to provide information on the purpose of the Project, inviting relevant non-governmental organizations and disadvantaged community representatives. Submit the workshop materials, sign-in sheet(s), and photo documentation of the workshop to the Project Manager.

A.2. STANDARD PROJECT REQUIREMENTS.

A.2.1 Disclosure Statements.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A.2.2 Reports.

A.2.2.1 Progress Reports.

The Recipient shall submit quarterly progress reports, using a format provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no Project-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.

A.2.2.2 Draft and Final Project Report and Project Summary for Groundwater Projects.

- (a) At the conclusion of the Project, the Recipient must submit the following to the Project Manager:
- (1) Draft Final Project Report. Prepare and submit to the Project Manager, for review and comment, a draft Final Project Report in a format provided by the Project Manager that shall include the following information, as well as information set forth in the Scope of Work, above:
 - a. Description of the water quality problem the Project sought to address;
 - b. Description of the Project scope, cost, and schedule, with photo documentation;
 - c. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, including an evaluation and summary of relevant water quality data; and
 - d. Summary of lessons learned.
 - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the Financial Assistance Application Submittal Tool (FAAST) system.
 - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Project Manager. Include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.
- (b) If the Recipient fails to submit a timely Final Project Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the State or federal government.

A.2.3 Signage.

- (a) The Recipient shall place a sign at least four (4) feet tall by eight (8) feet wide made of 3/4-inch-thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good

condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



- (b) “Funding for this project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board.”
- (c) The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

A.2.4 Commencement of Operations.

Upon Work Completion, the Recipient must expeditiously initiate Project operations.

A.2.5 Final Project Inspection and Certification.

Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Project Manager.

A.3. DATES AND DELIVERABLES.

- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete the Project.
- (c) The following dates are established as on the Cover Page of this Agreement:
 - (1) Eligible Work Start Date
 - (2) Work Completion Date
 - (3) Final Reimbursement Request Date
 - (4) Records Retention End Date
- (d) The Recipient must begin work timely.
- (e) The Recipient must deliver any request for amendment no fewer than 120 days prior to the Work Completion date.

- (f) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its Final Reimbursement Request to the Division on or before the Final Reimbursement Request Date, unless prior approval has been granted by the Division.

Upon request by the Division, the Recipient shall submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

A.4. SUBMITTAL SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this table may be adjusted as necessary during the Reimbursement Period with Project Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Reimbursement Request submitted, prior to the Final Reimbursement Request Date set forth in Exhibit B.

As applicable for specific submittals, the Recipient shall plan adequate time to solicit, receive, and address TAC comments prior to submitting the final submittal.

SUBMITTAL SCHEDULE

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A - SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		15 Working Days Prior
1.3	Detailed Project Schedule	60 Days After Execution	
1.4	Periodic and Final Site Visits		As Needed
1.5	Pre-, During, and Post-construction Photos		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.1	Global Positioning System (GPS) Information	60 Days After Execution	
2.2	Project Assessment and Evaluation Plan (PAEP)		Prior to Implementation
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA Documents		December 2020
3.1.2	Final CEQA Documents	March 31, 2021	
3.2	List of Public Agency Approvals, Entitlements, or Permits		March 2021
4.	Technical Advisory Committee (TAC)		
4.1	List of TAC Members, Roles and Responsibilities, and Affiliations		60 Days After Execution

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A - SCOPE OF WORK			
4.2	TAC Kick-off Meeting Summary		90 Days After Execution
4.3	TAC Meeting Agendas, Meeting Minutes, and Sign-In Sheets		Ongoing
5.	Well Location Investigations		
5.1	Draft Well Locations Report		October 2020
5.2	Final Well Locations Report		December 2020
6.	Well Destruction Design Plans		
6.2	Well Destruction Design Plans		June 2021
6.3	Advertised Bid Documents and Bid Summary		December 2021
7.	Implementation		
7.1	Notice(s) to Proceed and Awarded Bid Contract(s)	December 21, 2021	
7.3	Proposed Changes During Implementation		As Needed
7.4	Well Destruction Report	January 31, 2023	
8.	Public Outreach		
8.1	Outreach Materials and Weblinks		Ongoing
8.2	Workshop Materials, Sign-in Sheets, and Photo Documentation		Ongoing
A.2.2 - REPORTS			
A.2.2.1	Progress Reports	Quarterly	
A.2.2.2 (a)(1)	Draft Final Project Report	December 31, 2022	
A.2.2.2 (a)(2)	Final Project Report	January 31, 2023	
A.2.2.2 (a)(3)	Final Project Summary	Before Work Completion Date	
	As Needed Reports		As Needed
A.2.5	Final Project Inspection and Certification	Before Work Completion Date	

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT B – FUNDING TERMS			
B.1.7 (b)(6)	Final Reimbursement Request	March 31, 2023	
B.1.7 (d)	Reimbursement Requests	Quarterly	

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND REIMBURSEMENTS.

B.1.1 Funding Contingency and Other Sources.

- (a) If this Agreement's funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project is ONE MILLION FIFTY-FIVE THOUSAND THREE HUNDRED DOLLARS (\$1,055,300).

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 Match Funds.

- (a) The Recipient agrees to provide Match Funds in the amount of TWO HUNDRED ELEVEN THOUSAND SIXTY DOLLARS (\$211,060).
- (b) This Match Funds amount is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Funds changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Project Manager and may require an amendment to this Agreement.
- (c) Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Funds.
- (d) Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Funds.

If, at Work Completion, the Recipient has provided Match Funds in an amount that is less than the Match Funds amount set forth above, the State Water Board may proportionately reduce the Project Funds amount and/or Recipient's Match Funds

amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

B.1.5 Budget Costs.

Budget costs are contained in the Project Cost Table below:

LINE ITEM	PROJECT FUNDS	MATCH FUNDS*	TOTAL PROJECT COSTS
Direct Project Administration Costs	\$0	\$149,000	\$149,000
Planning/Design/Engineering/Environmental	\$247,600	\$0	\$247,600
Construction/Implementation	\$569,600	\$0	\$569,600
Monitoring/Performance	\$27,040	\$15,560	\$42,600
Education/Outreach	\$0	\$46,500	\$46,500
TOTAL	\$844,240	\$211,060	\$1,055,300

*Match Funds reduced. The Project benefits a disadvantaged community.

- (a) Subject to the prior review and approval of the Project Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Project Funding Amount, including any amendment(s) thereto. Line item adjustments approved by the Project Manager must be de minimis, less than fifteen percent (15%) of the total Project Funding Amount, and may not include any changes to the Scope of Work. Line item adjustments in excess of fifteen percent (15%) or line item adjustments that result in a change to the scope of work will require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Project Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

- (d) In the event the Recipient does not submit invoices requesting all of the funds encumbered under this Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Recipient stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

B.1.6 Contingent Disbursement.

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (b) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (c) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
- (d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
- (e) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.
- (f) The Recipient agrees to ensure that its Final Reimbursement Request is received by the Division no later than the Final Reimbursement Request Date, unless prior approval has been granted by the Division. If the Final Reimbursement Request is not received timely, the undisbursed balance of this Agreement will be deobligated.
- (g) The Recipient is not entitled to interest earned on undisbursed funds.

B.1.7 Reimbursement Procedure.

Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement, the Recipient may request reimbursement of any eligible Project Costs as well as to support Match Funds as specified in this Exhibit through submission to the State Water Board using the reimbursement request forms provided by the Project Manager.
- (b) Reimbursement Requests shall contain the following information:
 - (1) The date of the request;
 - (2) The time period covered by the request, i.e., the term "from" and "to";
 - (3) The total amount requested;
 - (4) Documentation of Match Funds used;
 - (5) Original signature and date (in ink) of the Recipient's Project Director or his/her designee; and
 - (6) The Final Reimbursement Request shall be clearly marked "FINAL REIMBURSEMENT REQUEST" and shall be submitted NO LATER THAN the Final Reimbursement Request Date.
- (c) Reimbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Reimbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Project Manager as set forth in Section 4 of this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request submitted. The Project Manager has the responsibility for approving Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.
- (d) Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.
- (e) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement

Request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.

- (f) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (g) The Recipient shall use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient shall immediately return such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.
- (h) Recipient shall submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (i) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.
- (j) Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (k) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.
- (l) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. No work or travel outside the United States of America is authorized. Failure to comply with this restriction may constitute an Event of Default and result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. as of the date costs are incurred by the Recipient.
- (m) The Recipient must include any other documents or requests required or allowed under this Agreement.

B.1.8 Withholding of Reimbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Commencement of litigation or a judicial or administrative proceeding related to the Project, that the State Water Board determines may impair the timely satisfaction of the Recipient's obligations under this Agreement;
- (c) Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) A material adverse change in the condition of the Recipient, or the Project, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement,
- (e) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
- (f) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project;
- (g) An event requiring Notice as set forth in Exhibit C; or
- (h) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds.

All requests for reimbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the immediate repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the

Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

B.2. RECIPIENT'S PAYMENT OBLIGATION.

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.3. NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project or Project Assets except upon consent of the Division.

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS AND CONDITIONS

C.1. REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

C.1.4 No Litigation.

There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.9 No Other Material Debt.

The Recipient has no Material Obligations other than those set forth in Exhibit D.

C.1.10 Compliance with State Water Board Funding Agreements.

The Recipient represents that it is in compliance with all State Water Board funding agreements to which it is a party.

C.2. DEFAULTS AND REMEDIES.

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- (a) return to the State Water Board any grant amount received pursuant to this Agreement;
- (b) pay interest at the highest legal rate on all of the foregoing; and
- (c) pay any Additional Payments.

C.2.2 Judicial Remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- (a) by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- (b) by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement; and
- (c) take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.3 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.4 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.5 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given

hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any dispute of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C.2.6 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.7 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3. STANDARD CONDITIONS.

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the State Auditor, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times through the Records Retention End Date or Useful Life of the Project, whichever is longer. The Recipient acknowledges that, except for a subset of information regarding archaeological records and personally identifiable information, the Project records and locations may be public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

- (a) The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:
 - (1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;

- (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all Project Funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to Project Funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project if authorized under this Agreement;
 - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (6) If the Recipient uses its own employees, equipment, or resources for any phase of the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.
- (b) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Work Completion. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee and approved as required.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board. Amendment of the Agreement may be required.

C.3.5 Audit.

The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of State or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division. The Recipient must return, or ensure the return of, any audit disallowances with thirty (30) days.

C.3.6 Bonding.

Where construction contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding.

The Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws. If the Recipient is a private entity, any construction contracts related in any way to the Project must be let by competitive bid procedures which assure award of such contracts to the lowest responsive and responsible bidders. The Recipient must not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. The Recipient must provide a full explanation if the Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements and with provisions of the adopted environmental mitigation plan, if any, for the Useful Life of the Project.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that it, its owners, officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws and will remain in compliance for the Useful Life of the Project. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances. Public entities are required to have adopted conflict of interest codes and may be required to provide documentation of those codes to the Division.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

- (a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) The Recipient must continue with the responsibilities under this Agreement during any dispute.
- (d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace,

any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

C.3.15 Environmental Clearance.

No work that is subject to California Environmental Quality Act (CEQA) or the National Environmental Policy Act (NEPA) may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. The Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement. If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from

and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 No Discrimination.

- (a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.) including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

- (b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- (c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- (d) The Recipient's obligations under this section shall survive the term of this Agreement.
- (e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.22 No Third Party Rights.

This Agreement creates no rights in and grants no remedies to any third party as a beneficiary of this Agreement.

C.3.23 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.24 Notice.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

- (a) The Recipient must notify the Division within twenty-four (24) hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - (2) Change of ownership of the Project;
 - (3) Loss, theft, damage, or impairment to Project;
 - (4) Events of Default, except as otherwise set forth in this section;
 - (5) Failure to observe or perform any covenant or comply with any condition in this Agreement;
 - (6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or
 - (7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- (c) The Recipient must notify the Division in writing within ten (10) business days of the following events:
 - (1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the or the Recipient's continued existence;
 - (2) Consideration of dissolution, or reincorporation;
 - (3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or
 - (4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

- (d) The Recipient must notify the Division promptly of any of the following events:
- (1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - (2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
 - (3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
 - (5) Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
 - (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
 - (7) Work Completion, and actual Project Completion;
 - (8) The award of the prime construction contract for the Project; or
 - (9) Initiation of construction of the Project.

C.3.25 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project during its Useful Life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.26 Permits, Subcontracting, and Remedies.

The Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction or implementation begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.27 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.28 Prevailing Wages.

If applicable, the Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. If applicable, the Recipient must monitor all agreements subject to

reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. Division of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

C.3.29 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.30 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project, including, but not limited to, payment disputes with contractors and subcontractors. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.31 Related Litigation.

Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Project funded by this Agreement or to repay all of the disbursed funds plus interest.

C.3.32 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. The Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

C.3.33 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.34 Timeliness.

Time is of the essence in this Agreement. The Recipient must expeditiously proceed with and complete the Project. Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

C.3.35 Unenforceable Provision; Severability.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.36 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.37 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4. MISCELLANEOUS STATE REQUIREMENTS.

C.4.1 State Program Requirements for Proposition 1 Groundwater.

- (a) Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Project Funds and Match Funds shall not be used to acquire land via eminent domain.
- (b) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- (c) Groundwater Monitoring. (Wat. Code, § 10920.) The Recipient shall comply with Water Code section 10920 et seq., which requires groundwater monitoring and reporting of groundwater elevations.

- (d) Remediation Costs Limited. (Wat. Code, § 79771.) Project Funds shall not be used to pay any share of the costs of remediation recovered from parties responsible for the contamination of a groundwater storage aquifer, but may be used to pay costs that cannot be recovered from responsible parties. Recipients that have received Project Funds for remediating groundwater storage aquifers shall exercise reasonable efforts to recover the costs of groundwater cleanup from the parties responsible for the contamination. Funds recovered from responsible parties may only be used to fund treatment and remediation activities.
- (e) SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.
- (f) Sustainable Groundwater Management Act (SGMA) Compliance. Wat. Code, § 10720-10737.8. To the extent required under SGMA, the Recipient shall comply with the following:
 - (1) If, after July 1, 2017, the Project is or will be located in a non-adjudicated high- or medium-priority California Statewide Groundwater Elevation Monitoring (CASGEM) basin, the Recipient shall ensure that a Groundwater Sustainability Agency (GSA) has formed or an alternative has been submitted to DWR. (Wat. Code, § 10735.2 (a)(1).)
 - (2) If, after January 31, 2020, the Project is or will be located in a non-adjudicated high- or medium CASGEM basin that is subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted Groundwater Sustainability Plan (GSP).
 - (3) If, after January 31, 2022, the Project is or will be located in a non-adjudicated high- or medium CASGEM basin that is not subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted GSP.
- (g) Water Quality Compliance. (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- (h) Water Quality Monitoring. (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- (i) Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

C.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- (a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- (b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- (c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- (d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- (e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- (f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- (g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- (h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- (i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- (j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

EXHIBIT D – SPECIAL CONDITIONS

- D.1. If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

City Council Agenda Item Report

Agenda Item No. COV-402-2020
Submitted by: Adriana Ramos
Submitting Department: Public Utilities
Meeting Date: November 17, 2020

SUBJECT

Request to Extend Electric Consumption Hurdle Date from rPlanet Earth Los Angeles, LLC

Recommendation:

Approve and authorize the City Administrator to grant the request from rPlanet Earth Los Angeles, LLC (Customer) to adjust the established Electric Consumption Hurdle date from January 1, 2021 to January 1, 2022 as a one-time-only exception.

Background:

On August 18, 2015, City Council adopted Resolution No. 2015-57, approving a transaction with Fruitland Owner, LLC (COX) regarding an Assignment and Assumption of Purchase and Sale Agreement (Agreement) for property located at 3200 Fruitland Avenue. Subsequent to two previous amendments related to the terms and conditions of the property sale, on January 19, 2016, City Council adopted Resolution No. 2016-04, authorizing the execution of a third amendment to the Assignment and Assumption of Purchase and Sale Agreement by and between the City and COX.

In accordance with Section 8 of the Agreement and as reiterated in Section B of the Escrow Agreement dated February 2, 2016, the Customer is expected to utilize at the Property an average minimum, for a trailing 12-month period, of (a) 3.3 megawatts of electrical power on or before January 1, 2019, (b) 4.8 megawatts of electrical power on or before January 1, 2021, and (c) 8 megawatts of electrical power on or before January 1, 2023 (each (a) through (c) being a "Consumption Hurdle").

The Customer's January 2019 Consumption Hurdle target was not achieved due to a variety of challenges impacting the Customer at that time. As a consequence, the City received a performance guarantee in the amount of \$416,667 from the Customer, pursuant to the existing Agreement.

On October 6, 2020, the City received a letter from the Customer requesting the consideration of a 12-month extension to their hurdle target of 4.8MW, which was initially targeted to be achieved by January 1, 2021. Their correspondence states that the Customer has experienced significant problems and setbacks due to COVID-19. This Customer is one of the high-power users in the City, and their power usage is projected to more than double by January 1, 2023. The proposed extension would allow the Customer time to recover and potentially re-strategize in order to meet the required Consumption Hurdle in 2022. The January 2023 Consumption Hurdle deadline would remain unchanged.

Staff recommends that the City accommodate the Customer's request for an extension due to challenges resulting from circumstances beyond the Customer's control. It is in the best interest of the City to grant the Customer's request, as a one-time-only exception, to demonstrate its capacity to be a good business partner who is able to aid in the Customer's operational recovery during these volatile times and to, ultimately, retain their business here in the City. As noted above, the Customer is projected to more than double its power usage by the year 2023.

Fiscal Impact:

The performance guarantee will not be collected in January 2021 as initially anticipated; however, if the Customer does not meet their Consumption Hurdle obligations by January 2022, a performance guarantee of \$416,666 will be collected.

Attachments:

1. [Letter from rPlanet Earth Los Angeles, LLC, dated October 6, 2020](#)
2. [Resolution No. 2015-57](#)
3. [Resolution No. 2016-04](#)



October 6, 2020

Carlos Fandino
City Administrator
City of Vernon, CA

Re: Request to modify minimum electric consumption hurdle dates.

Dear Mr. Fandino:

We are requesting that you kindly consider an extension on our hurdle target of 4.8MW that was initially targeted to be achieved by January 1, 2021. Our request is that the 1/1/2021 target be moved forward by 12 months to 1/1/2022 due to significant problems caused by COVID-19.

Prior to COVID-19, our business was in the process of commissioning some large-scale pieces of equipment that would increase efficiency and production volumes to enable us to serve prospective and current customers. Further to this, our existing customer base demand was increasing and we were in the process of establishing many new sales opportunities. Overall, the prospect for business was strong, and, machine utilization would increase (and utility consumption as a result). Unfortunately, as a result of the events outlined below that are directly the result of COVID-19, our Company (“rPlanet Earth Los Angeles, LLC”) is significantly behind plan.

1. In 2019 we sourced a crucial piece of equipment that is critical to our operations. The vendor of this equipment was from Italy (AMUT), and they were unable to send technicians to start-up/commission two very large and complex pieces of equipment (each is about the size of a fire truck) as they were on a full travel lockdown. The commissioning was expected to be complete in March or April 2020, and, given that the vendor has not been able to provide on-site support, our commissioning is still currently underway by our own personnel with remote support from Italy. This has hindered our ability to operate, and we have had to find alternative sources of raw materials at significant cost as a result.

2. Our largest customer (making up over 70% of our sales) was significantly impacted due to delays in the receipt and commissioning of equipment they had bought from an overseas vendor in addition to a steep falloff in sales to some of their customers that were most impacted by COVID. As a result, our sales to the customer were negatively impacted. Their production activity slowed down significantly, and as a result, the need for some of our products decreased (extruded rPET sheet – our largest business segment at the present time).

3. Until recently our sales people were not able to travel at all and at the present time we have found that since most of our existing and prospective customers are working from home that in-person meetings are still not possible, thereby hindering our ability to obtain new business. Given the travel limitations and overall business activity restrictions, multiple prospective

customers are still not able to visit our plant to complete a site tour/ operations audit (often required by customers in advance of purchasing rPET & PET based packaging) – hindering our ability to obtain new business. Lastly, a significant portion of our prospective customers suggested that they were not currently taking proposals from new potential vendors as COVID-19 was crippling to their business or they did not want to take on the risk of onboarding a new vendor and disrupting their supply chain.

4. We experienced a significant delay from a vendor that was building our cup tool (Angle) as they shut down during the early stages of the COVID-19 outbreak. Expected delivery was in March 2020. We received the cup tool early this summer and after several months of commissioning it had to be returned to the vendor for repairs and upgrades. This has hindered our ability to present tangible samples to customers, and sell product. We do not expect to receive the cup tool/ mold back until October 20th at which time the commissioning will continue. Drinking cups will be our first stock thermoform product line and due to COVID related delays we are significantly behind on our sales and revenue plan.

5. From a day-to-day operations standpoint, the most basic functions are hindered. As we are a manufacturing operation, a physical work presence is required, and we have had to develop specialized approaches (or in some cases cancel) our factory floor “huddles,” lunches, group meetings, training and such. We have also had to source a significant amount of personal protective equipment and supplies to support a safe and healthy environment.

Below is a summary of the “Consumption Hurdles” and current and proposed hurdle dates.

POWER "CONSUMPTION HURDLE" (MW)	ORIGINAL "HURDLE" DATE	PROPOSED "HURDLE" DATE
3.3	1/1/2019	NA
4.8	1/1/2021	1/1/2022
8.0	1/1/2023	No changes - 1/1/2023

Please note that we are not requesting a reduction in the consumption hurdles for MW usage, we are only requesting one of the hurdle dates to be pushed off.

Please do not hesitate to call me at 310-567-2450 if you have any questions or would like to further discuss.

Thank you for considering our request. We ask that you work with us on this request, as our business is experiencing significant challenges during this time.

Best regards,

Bob Daviduk
310-567-2450

RESOLUTION NO. 2015-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT REGARDING ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF VERNON AND FRUITLAND OWNER, LLC FOR PROPERTY LOCATED AT 3200 FRUITLAND AVENUE

WHEREAS, on March 22, 2006, the City Council of the City of Vernon ("the City") adopted Resolution No. 8995, as amended on May 3, 2006, April 7, 2015, and June 11, 2015, approving a Standard Offer, Agreement and Escrow Instructions and Addendum (the "Agreement") with Pechiney Cast Plate, Inc. ("Pechiney") for the purchase of property located at 3200 Fruitland Avenue (the "Property"); and

WHEREAS, the City wishes to assigns its right, title and interest in, to and under the Agreement to Fruitland Owner, LLC ("COX"); and

WHEREAS, the City and COX desire to enter into an agreement regarding assignment and assumption of purchase and sale agreement for the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 1: The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 2: The City Council of the City of Vernon finds that this action is exempt under the California Environmental Quality Act (CEQA), in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment.

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

approves the Agreement regarding Assignment and Assumption of Purchase and Sale Agreement with Fruitland Owner, LLC ("the Agreement"), in substantially the same form as the copy which is attached hereto as Exhibit A.

SECTION 4: The City Council of the City of Vernon hereby authorizes the Mayor or Mayor Pro-Tem to execute said Agreement for, and on behalf of, the City of Vernon and the City Clerk, or Deputy City Clerk, is hereby authorized to attest thereto.

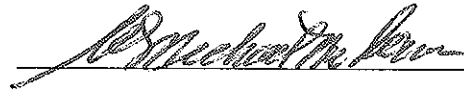
SECTION 5: The City Council of the City of Vernon hereby instructs the City Administrator, or his designee, to take whatever actions are deemed necessary or desirable for the purpose of implementing and carrying out the purposes of this Resolution and the transactions herein approved or authorized, including but not limited to, any non-substantive changes to the Agreement attached herein.

SECTION 6: The City Council of the City of Vernon hereby directs the City Clerk, or the Deputy City Clerk, to send a fully executed Agreement to Fruitland Owner, LLC.

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SECTION 7: The City Clerk, or Deputy City Clerk, of the City of Vernon shall certify to the passage, approval and adoption of this resolution, and the City Clerk, or Deputy City Clerk, of the City of Vernon shall cause this resolution and the City Clerk's, or Deputy City Clerk's, certification to be entered in the File of Resolutions of the Council of this City.

APPROVED AND ADOPTED this 18th day of August, 2015.



Name: W. Michael McCormick

Title: Mayor / ~~Mayor Pro-Tem~~

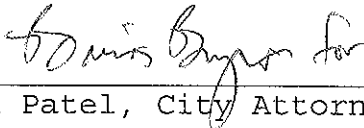
ATTEST:



Maria E. Ayala

City Clerk / ~~Deputy City Clerk~~

APPROVED AS TO FORM:



Hema Patel, City Attorney

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, **Maria E. Ayala**, City Clerk / ~~Deputy City Clerk~~ of the City of Vernon, do hereby certify that the foregoing Resolution, being Resolution No. 2015-57 , was duly passed, approved and adopted by the City Council of the City of Vernon at a regular meeting of the City Council duly held on Tuesday, August 18, 2015 , and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this 20th day of August, 2015, at Vernon, California.



Maria E. Ayala
City Clerk / ~~Deputy City Clerk~~

(SEAL)

EXHIBIT A

**AGREEMENT REGARDING ASSIGNMENT AND ASSUMPTION OF PURCHASE
AND SALE AGREEMENT**

This **AGREEMENT REGARDING ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT** (this "**Agreement**") is entered into as of August 4, 2015 (the "**Effective Date**"), by and between **City of Vernon** ("**City**") and **Fruitland Owner LLC**, a Delaware limited liability company ("**COX**").

RECITALS

A. City, as buyer, and Pechiney Cast Plate, Inc., as seller ("**Seller**"), are parties to that certain Standard Offer, Agreement and Escrow Instructions for the Purchase of Real Estate dated as of March 20, 2006 ("**Original Agreement**"), with attached Addendum dated March 20, 2006 ("**Addendum**"), as amended by that certain First Amendment to the same dated as of June 15, 2006 ("**First Amendment**"), as further amended by that certain Second Amendment dated as of April 7, 2015 (the "**Second Amendment**"), as further amended by that certain Third Amendment dated as of June 11, 2015 (the "**Third Amendment**"). The Original Agreement as amended by the Addendum, the First Amendment, the Second Amendment and the Third Amendment shall hereinafter be referred to as the "**Purchase Agreement**". A copy of the Purchase Agreement is attached hereto as Exhibit A.

B. Seller owns fee simple title to certain real property located in Vernon, California and described more particularly in the Purchase Agreement (together with the Buyer UP Land, (as referenced in Section 4.1 of the Second Amendment) the "**Property**").

C. Pursuant to the terms and conditions of the Purchase Agreement, City has agreed to buy, and Seller has agreed to sell to City, the Property.

E. City wishes to assigns its right, title and interest in, to and under the Purchase Agreement to COX, except as provided in Sections 7 and 8 below.

F. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, COX and City hereby agree as follows:

1. Assignment. City agrees to assign and transfer to COX all of City's rights, obligations and interest as "Buyer" in, to, under and pursuant to the Purchase Agreement (collectively, the "**Contract Rights**"), except as provided in Sections 7 and 8 below.

2. Assumption of Obligations. COX agrees to accept the assignment and assume all the obligations, duties, responsibilities and liabilities of City as "Buyer" under the Purchase Agreement, except as provided in Sections 7, and 8 below.

3. Purchase Price and Deposit.

- 3.1 Price. The total purchase price to be paid by COX to City for the assignment of the Contract Rights shall be \$22,556,769, paid in immediately available cash pursuant hereto.
- 3.2 Deposit. Within three (3) days following the Effective Date (i.e., August 7, 2015), COX shall deposit \$250,000 (the "**Deposit**"), and COX and City shall deposit fully executed counterparts of this Agreement, with Chicago Title Company, Attn: Mike Slinger (the "Escrow Agent").
- 3.3 Maintenance of Deposit. The Escrow Agent shall cause the Deposit to be placed in an insured, interest-bearing account acceptable to COX and City (the "**Deposit Escrow**") within one (1) business day following receipt of the same. Any interest earned on the funds in the Deposit Escrow shall be retained therein and added thereto (and the term "**Deposit**" as used herein shall mean the Deposit plus any additional funds deposited therein and all interest earned thereon excluding the Extension Deposit and the DDP Extension Fee).
- 3.4 Balance of Purchase Price. COX shall deliver to Escrow Agent the balance of the Purchase Price no later than 9:00 a.m. Los Angeles time on the Closing Date, which upon the Closing shall be disbursed by Escrow Agent to City.
- 3.5 Failure to Deliver Deposit. If COX fails to deposit the Deposit or other amounts owing pursuant hereto with the Escrow Agent strictly as and when contemplated herein, City shall have the right to terminate this Agreement by delivering written notice thereof to COX.
- 3.6 Extension Deposit. It is acknowledged that because of the duration of the Due Diligence Period and the days that follow before the Closing, the Closing will not occur prior to August 12, 2015, which is the next scheduled closing date under the Purchase Agreement. In addition, if COX exercises its rights to extend the Due Diligence Period in accordance herewith, then the Closing will not occur prior to the ensuing closing date under the Purchase Agreement in the month following any such extension. City will incur an additional \$25,000 extension fee per month under the Purchase Agreement, which City shall continue to pay to Seller either as cash or a release of funds from the Remaining Deposit to the extent City receives the extension payments from COX described herein. As compensation therefor, COX agrees to deliver to Escrow Agent, concurrently with its delivery of the Deposit, an additional \$75,000 (the "Extension Deposit"). If COX fails to deliver such amount to City on or before said date, then the same shall constitute a material default by COX hereunder. The Escrow Agent shall disburse \$25,000 of the Extension Deposit to City on each of August 11, 2015, September 11, 2015 and October 9, 2015, unless prior to any such date, the Closing has occurred. If

the Closing has occurred prior to any such date, then any remaining Extension Deposit shall be returned to COX. If COX terminates this Agreement prior to August 25, 2015, then \$25,000 of the Extension Deposit shall be returned to COX and the remaining \$25,000 shall be disbursed to City. If COX terminates this Agreement after August 25, 2015, then the Extension Deposit shall be deemed fully earned, due and payable, and Escrow Agent shall disburse the same to City within one (1) business day after COX's termination. Disbursements to City in accordance herewith shall be made by Escrow Agent to an account designated by City based on a unilateral instruction by City to Escrow Agent and without the need for any approval of, or instruction from, COX. There shall be no offset or credit against the Purchase Price for any disbursement to City of any portion of the Extension Deposit, it being agreed that the same is separate and independent consideration for certain agreements of City herein. The provisions of this Section 3.6 shall survive any termination of this Agreement and shall not be subject to the limitations on remedies of City set forth in Section 13.

4. Due Diligence Period; Restrictions; Termination Right.

- 4.1 Due Diligence Period. COX shall have the period commencing on the Effective Date and ending at 5:00 p.m. Los Angeles time on the date that is twenty-one (21) days thereafter (August 25, 2015)(such period of time, as the same may be extended in accordance herewith, being hereinafter referred to as the "**Due Diligence Period**"), to review the Due Diligence Materials (as defined below) and any information relating to the Property and inspect the Property and to conduct such tests and investigations as it deems advisable in order to determine that the Property is acceptable to COX.
- 4.2 Extension of Due Diligence Period. COX shall have the right, on two (2) occasions, to extend the Due Diligence Period, in each case for thirty (30) days each (the first extension period would end on September 24, 2015, and the second extension period would end on October 24, 2015). If COX desires to extend the Due Diligence Period, COX shall send notice to City of such intent not later than 5 p.m. Los Angeles time on the date that is one (1) business day preceding the then-expiring Due Diligence Period (such notice being an "**Extension Notice**"). Prior to noon Los Angeles time on the last day of the then-expiring Due Diligence Period for which COX has delivered an Extension Notice, COX shall deliver to City, by wire transfer in immediately available funds, an extension fee in the amount of \$250,000 (the "**DDP Extension Fee**"), which extension fee shall be deemed due and payable and fully earned by City upon the giving of the Extension Notice. If COX fails to deliver the DDP Extension Fee on or prior to noon Los Angeles time on the last day of the then-expiring Due Diligence Period, COX's Extension Notice shall be deemed ineffective. There shall be no offset or credit against the Purchase Price for any DDP Extension Fee, it being agreed that the same is separate and

independent consideration for the right of COX to extend the Due Diligence Period.

- 4.3 Due Diligence Materials. For the purpose of COX's due diligence, City has provided to COX access to a website maintained by City's counsel wherein information regarding the Property (the "**Due Diligence Materials**") is maintained. City makes no representations or warranties about the truth, accuracy or completeness of any such or other materials provided to COX, except as expressly stated herein.
- 4.4 Right to Terminate. COX shall have the right to terminate this Agreement, at any time prior to the end of the Due Diligence Period (as same may be extended herein), by notice given to City, if, during the Due Diligence Period, COX, in its sole and absolute discretion, is not satisfied with the Contract Rights for any or no reason whatsoever. If COX so terminates this Agreement, neither party shall have any further obligations or liabilities to the other hereunder at law or in equity except for those rights and obligations that expressly survive the expiration or termination of this Agreement and the Deposit (and remaining Extension Deposit(s), if any, subject to Section 3.6) shall be immediately returned to COX. If COX fails to give any such notice of termination prior to the expiration of the Due Diligence Period, COX will be deemed to have accepted the Contract Rights, waived its right to terminate, and agreed to proceed to Closing in accordance herewith, at which point the Deposit shall become non-refundable, except as otherwise provided herein. COX acknowledges that the "Contingency Period" under the Purchase Agreement has lapsed and that City, as buyer thereunder, has no right to terminate the Agreement based on the results of any inspection or analysis undertaken during the Contingency Period thereunder (but such fact shall not diminish COX's rights stated herein). As such, COX further acknowledges and agrees that City is not obligated to, nor does it intend to, cure any perceived or later discovered deficiencies with respect to the Property, including without limitation any deficiencies in title, as may be revealed by any survey, or otherwise. City shall reasonably cooperate with COX, at no cost to City, to obtain certain endorsements or modifications in connection with the issuance of the title policy at Closing. Except as stated herein, COX is taking by assignment the Contract Rights, and purchasing the Property, AS-IS, with all faults and defects, subject to and in accordance with the Purchase Agreement. The foregoing shall not however limit COX's right to terminate the Agreement prior to the expiration of the Due Diligence Period in accordance herewith.
- 4.5 Entry onto the Property; Indemnity. City shall reasonably cooperate with COX's due diligence, including, without limitation, using diligent efforts to enable COX to have reasonable access to the Property (in accordance with Section 14 of the Original Agreement and all other terms and conditions of the Purchase Agreement) and the Due Diligence Materials. Notwithstanding the foregoing, in no event shall (a) COX's entry onto the

Property unreasonably disrupt or disturb the on-going operation or rights of Seller, or (b) violate the Purchase Agreement. COX shall deliver any request for entry on the Property to City in accordance with the Purchase Agreement. COX shall afford City an opportunity to have a representative of City present to accompany the party undertaking such on-site inspections, tests or investigations. After making any tests, inspections or investigations, COX shall promptly restore the Property to as near the condition that existed prior to making such tests and inspections as reasonably possible (which obligation shall survive the Closing or any termination of this Agreement and shall not be subject to the limitations on remedies of City set forth in Section 13). Prior to COX entering the Property to conduct any inspections, tests or investigations, COX shall cause each of its contractors and agents to maintain (and shall deliver to City evidence thereof), at no cost or expense to City, general liability insurance, from an insurer licensed in California, in the amount of Two Million Dollars (\$2,000,000) combined single limit for personal injury and property damage per occurrence, such policies to name City and Seller as additional insured parties, which insurance shall provide coverage against any claim for personal liability or property damage caused by COX or its agents, representatives or consultants in connection with such inspections, tests and investigations. COX shall promptly deliver to City copies of all non-proprietary reports, studies and results of tests, inspections and investigations obtained or conducted by COX with respect to the Property, other than reports that are subject to a confidentiality obligation or subject to attorney-client privilege (which obligation shall survive any termination of this Agreement and shall not be subject to the limitations on remedies of City set forth in Section 13), provided that COX makes no representation or warranty regarding the same.

- 4.6 Purchase Agreement. Notwithstanding anything to the contrary herein, COX acknowledges and agrees that all information disclosed to it by City, and all activities conducted hereunder in connection with its due diligence, are subject to the terms and conditions of the Purchase Agreement. To the extent of any conflict between the terms of this Section 4 and the terms of the Purchase Agreement, the provisions which are most restrictive with respect to the due diligence activities shall govern.
- 4.7 Confidentiality. From the Effective Date until Closing, COX agrees (a) to keep all studies, reports, test results and other information concerning the Property furnished to or obtained by COX in connection with this Agreement confidential and not to disclose or reveal any such matters to any person other than COX's representatives and consultants who are actively and directly participating in the evaluation of the Property or who otherwise need to know the information for purposes of evaluating the Property or investing, financing or developing same (or as otherwise required to be disclosed by law), and (b) not to use the information for any purpose other than in connection with COX's evaluation of the Property. The provisions of this Section 4.7 shall survive any termination of this

Agreement and shall not be subject to the limitations on remedies of City set forth in Section 13, but shall be of no further force or effect following a Closing.

4.8 Contacts with Third Parties. COX shall obtain City's prior reasonable approval of any contact made by COX, its employees, agents, representatives, contractors or consultants with a third party with a contractual relationship with City with respect to the Property of which COX has written notice (excluding Seller), as well as any governmental authority contacted or to be contacted with respect to the Property ("**Third Parties**"); provided, however, any notice under this Section 4.8 may be given via email to City to hpatel@ci.vernon.ca.us with a copy to michael.hamilton@dlapiper.com and City's failure to reasonably object within three (3) business days shall be deemed City's approval thereof. COX shall afford City or its representative(s) an opportunity to be present at any such interview or meeting with such Third Parties (including a meeting or interview conducted by phone). COX shall copy City on all material correspondence with the Third Parties. COX shall not be obligated to obtain City's prior approval to contact governmental authorities (a) to determine the zoning and land use restrictions applicable to any of the Property, including, without limitation, plan and permit checks or (b) for background information necessary to obtain Phase I environmental reports.

4.9 Indemnity. COX shall keep the Property free from all liens created by or through COX, and shall indemnify, defend, and hold harmless City, Seller and their respective members, managers, partners, officers, directors and shareholders, as the case may be, and each of their respective members, managers, partners, officers, directors, shareholders, agents, employees and attorneys, and their respective successors and assigns (collectively, the "**Indemnified Parties**"), from and against all claims, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred, suffered by, or claimed against the Indemnified Parties, or any of them, by reason of any damages to the Property or injury to persons caused by any entry or activities upon the Property by COX and/or its agents, employees, representatives, contractors or consultants, or arising out of or resulting from COX's due diligence investigation of the Property, including the inspections described under this Section 4; provided, however that such indemnification obligations shall not include any damage or injury to the extent the same shall arise (i) from the negligence or intentional misconduct of an Indemnified Party, or (ii) out of the discovery of a pre-existing condition with respect to the Property. The provisions of this Section 4.9 shall survive the Closing or any termination of this Agreement and shall not be subject to the limitations on remedies of City set forth in Section 13.

5. Representations, Warranties and Covenants.

- 5.1 In order to induce COX to enter into this Agreement, City hereby represents and warrants to, and covenants with, COX as follows:
- 5.1.1 Attached hereto as Exhibit A is a true, correct and complete copy of the Purchase Agreement. The Purchase Agreement has not been amended, assigned, or modified in any respect, and remains in full force and effect. There are no agreements or understandings between Seller and City, in City's capacity as buyer under the Purchase Agreement, regarding the Property which would be binding on COX after the Closing other than the Purchase Agreement and the agreements contemplated to be executed in connection therewith.
 - 5.1.2 All representations and warranties made by City in the Purchase Agreement were true, correct and complete as of the execution date thereof, and remain true, correct and complete as of the date hereof.
 - 5.1.3 Subject to the dispute noted herein in Section 6, City has not received from Seller written notice of any default by City under the Purchase Agreement, and to City's actual knowledge, City is not in default in any material respect under the Purchase Agreement. City shall promptly provide COX with copies of all notices received by City from Seller under the Purchase Agreement. Since April 7, 2015, City has not delivered any notice of default to Seller under the Purchase Agreement, and to City's knowledge, since April 7, 2015, Seller has not defaulted in any material respect in the performance of its obligations under the Purchase Agreement. The representations in the preceding sentence are provided for informational purposes only, it being agreed that any default by Seller under the Purchase Agreement shall not give rise to any liability of City hereunder.
 - 5.1.4 City has not previously assigned its Contract Rights to any other person or entity which assignment remains effective (including, without limitation, any assignment to PI Fruitland, LLC).
 - 5.1.5 Subject to Section 10.1, City has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby and the individuals executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms and conditions hereof and thereto.
 - 5.1.6 Subject to Section 10.1, all requisite action (corporate, partnership or otherwise) has been taken by City in connection with the entering into of this Agreement, the execution and delivery of the

instruments referenced herein, and the consummation of the transaction contemplated hereby.

- 5.2 In order to induce COX to enter into this Agreement, City hereby covenants to COX as follows:
- 5.2.1 From and after the Effective Date, City will not enter into any further amendments, modifications or supplements to the Purchase Agreement with Seller, nor will City terminate, or waive any material rights under, the Purchase Agreement, or grant its consent or approval to any matter which is subject to its consent or approval under the Purchase Agreement, in all cases without COX's prior written approval (not to be unreasonably withheld, conditioned or delayed). Without limitation to the last sentence of Section 5.4, if COX fails to approve or disapprove any request for its consent under this Section 5.2.1 within five (5) business days after request, COX shall be deemed to have approved the same.
 - 5.2.2 City shall diligently perform all duties and obligations required of City as buyer under the Purchase Agreement so as to effect the Closing, to the extent the failure to do so would afford Seller the right to terminate the Purchase Agreement.
 - 5.2.3 City shall reasonably cooperate with COX in obtaining any and all documentation contemplated by the Purchase Agreement (including, without limitation, escrow closing documents from Seller) in order to facilitate the Closing hereunder and under the Purchase Agreement; provided, however, that City is not required solely by this provision to give the Closing Notice to Seller.
- 5.3 In order to induce City to enter into this Agreement, COX hereby represents and warrants to City as follows
- 5.3.1 COX is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the State of California. COX has full right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; the person signing this Agreement and any of the other documents on behalf of COX has full power and authority to bind COX; and when executed by COX, this Agreement shall be binding and enforceable against COX in accordance with its terms, and upon COX's execution of any other documents contemplated herein, they shall be binding and enforceable against COX in accordance with their terms.
 - 5.3.2 COX is in compliance with the requirements of Executive Order No. 13224, 66 Fed Reg. 49079 (September 25, 2001) (the

“Order”) and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury (“OFAC”) and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “Orders”). COX is and has always been in compliance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “Patriot Act”). COX:

- (a) is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “Lists”);
- (b) has not been determined by competent authority to be subject to the prohibitions contained in the Orders; and
- (c) is not owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity that has been determined by competent authority to be subject to the prohibitions contained in the Orders.

5.3.3 COX understands that the consummation by COX of the transactions contemplated herein and/or under the Purchase Agreement are not contingent upon the receipt of any financing by or other extensions of credit to COX.

5.4 If and to the extent the Purchase Agreement contemplates a time period for City, as buyer thereunder, to respond to a request from Seller, City shall promptly provide a copy of the subject matter for approval to COX. COX shall then respond at least one (1) business day prior to the deadline under the Purchase Agreement. If COX does not so respond, City reserves the right to decide how to respond to Seller in its sole discretion. COX will be bound by any such decision of City in such instance.

6. Prior Dispute. City has informed COX, and COX acknowledges that City and Seller were previously in a dispute regarding, among other things, Seller’s performance under the Purchase Agreement. In order to resolve such dispute, City and Seller entered into that certain Second Amendment to Standard Offer, Agreement and Escrow Instructions for the Purchase of Real Estate, a copy of which is included in Exhibit A attached hereto (the “**Second Amendment**”). COX has reviewed the Second Amendment and hereby approves of and consents to the same, and agrees to accept and assume the same and be bound thereby as of the assignment of the Purchase Agreement by City to COX.

7. Reserved Rights.

7.1 COX acknowledges that the Second Amendment contemplates the (a) release of the Remaining Deposit by the Seller to the City (in the approximate amount of \$600,000 minus any Extension Deposit(s) paid to the Seller) at the time of closing under the Purchase Agreement and (b) payment after the closing under the Purchase Agreement of certain additional amounts (in the approximate amount of \$1,426,915) (collectively, the "**Seller Payments**"). City reserves all rights with respect to the Seller Payments, and COX shall not be entitled to any portion of the Seller Payments. If and to the extent COX receives the same from Seller (or as a disbursement from escrow under the Purchase Agreement), COX shall, at no cost to COX, hold the same in trust for the benefit of City and shall within one (1) business day after receipt thereof cause the same to be delivered to City. Upon the Closing, COX agrees cooperate, at no cost to COX, in the execution of a written notice to Seller instructing Seller and the escrow agent under the Purchase Agreement to pay any such Seller Payments directly to City, and not to COX.

7.2 In consideration for City cooperating and joining in the execution of any documents required to effectuate the closing under the Purchase Agreement, if the Closing under this Agreement occurs prior to the closing under the Purchase Agreement, then concurrently with the delivery of the Purchase Price at the Closing hereunder, COX shall deliver to the Escrow Agent an amount equal to the difference between (a) the Seller Payments and (b) the total DDP Extension Fees and Extension Deposits paid to City by COX hereunder (said amount being the "**Seller Payments Escrow**"). If, within thirty (30) days after the Closing hereunder, the closing under the Purchase Agreement occurs, then the Escrow Agent shall cause the Seller Payments Escrow to be released to COX, and thereafter the Seller Payments shall be made to City pursuant to Section 7.1 above. If the closing under the Purchase Agreement has not occurred within thirty (30) days after the Closing, then the Escrow Agent shall cause the Escrow Agent to disburse to City the Seller Payments Escrow. Upon the making of any such disbursement of the Seller Payments Escrow to City, City shall be deemed to have automatically assigned its rights to the Seller Payments to COX, and City shall reasonably cooperate with COX thereafter to ensure that such payments, if made by Seller, are delivered to COX.

7.3 The provisions of this Section 7 shall survive the Closing or any termination of this Agreement and shall not be subject to the limitations on remedies of City set forth in Section 13.

8. Financial Assurance. Concurrently with the delivery of the Purchase Price, COX shall deliver to Escrow Agent an amount equal to \$1,250,000 (the "**Financial Assurance**"). The Financial Assurance is provided by COX in accordance herewith pursuant to the expectation of the City that COX (and/or its tenant) will utilize at the Property an average minimum, for a

trailing 12-month period, of (a) 3.3 mega watts of electrical power on or before January 1, 2019, and (b) 4.8 mega watts of electrical power on or before January 1, 2021, and (c) 8 mega watts of electrical power on or before January 1, 2023 (each of (a) through (c) being a "**Consumption Hurdle**"). If COX and/or its tenant achieves the Consumption Hurdle by the specified date applicable thereto, and City confirms the same in writing, then 1/3rd of the Financial Assurance (plus a pro rata portion of interest accrued on the Financial Assurance) shall be disbursed by Escrow Agent to COX pursuant to a written instruction mutually executed by COX and City. If a Consumption Hurdle is not achieved by the applicable date, then 1/3rd of the Financial Assurance (plus pro rata portion of the interest accrued on the Financial Assurance) shall be deemed fully earned by, and due and payable to City, and disbursed by Escrow Agent to City. On or prior to the Closing, COX and City shall execute and deliver to Escrow Agent a mutually acceptable escrow agreement in connection with the Financial Assurance. The parties shall split equally any costs charged by Escrow Agent in connection with such escrow for the Financial Assurance. This provision shall survive the Closing.

9. Closing. The closing of the assignment of the Purchase Agreement contemplated by this Agreement (the "**Closing**") shall be the date that is ten (10) days after the expiration of the Due Diligence Period as it, or the Closing, may be extended as provided herein (the "**Closing Date**"); provided that COX has not terminated this Agreement pursuant to its express right to do so herein. For circumstances other than a default by COX (which is governed by Section 13.2 below), if any condition precedent stated herein for the benefit of COX has not been satisfied or waived prior to the Closing Date, for any reason other than COX's default, COX may, as its sole right and remedy, terminate this Agreement, in which case this Agreement shall be of no further force or effect and the Escrow Agent shall, and is hereby instructed, without need for further instruction, to, return the Deposit to COX within one (1) business day of request therefor; provided, however, the foregoing shall not limit the provisions of Section 13.1 below. For circumstances other than a default by COX (which is governed by Section 13.2 below), if a City's Condition Precedent (as defined below) has not been satisfied or waived prior to the Closing Date, for any reason other than City's default, City may terminate this Agreement, in which case this Agreement shall be of no further force or effect and the Escrow Agent shall, and is hereby instructed to, immediately return the Deposit to COX. Closing shall take place at the offices of Escrow Agent; provided that the closing documents may be sent to the Escrow Agent for receipt prior to the Closing Date, accompanied by Closing instructions for the Escrow Agent. At the Closing, City shall assign to COX by delivery of the Assignment (defined below) and COX shall release the Purchase Price to City subject to the other conditions stated herein.

10. City's Conditions Precedent. The following shall be conditions precedent to City's obligation herein to assign the Contract Rights to COX as provided herein ("**City's Conditions Precedent**"):

- 10.1 The City Council of the City of Vernon shall have approved (a) this Agreement, and (b) such other matters as are related hereto as determined necessary in the discretion of City staff. If the City Council has not approved this Agreement within ten (10) business days from the Effective Date, the Due Diligence Period (as the same may be extended in accordance herewith) shall be further extended on a day by day basis until this Agreement is approved. If the City Council has not approved this Agreement by August 31, 2015, this Agreement shall terminate and the

Deposit, remaining Extension Deposit if any pursuant to Section 3.6 and any additional funds deposited by COX with Escrow Agent shall immediately be returned to COX.

- 10.2 As of the Closing Date, COX's representations and warranties contained herein shall be true and correct in all material respects and COX shall not be in default of any material obligation herein;
- 10.3 COX shall have executed and delivered to the Escrow Agent at least one (1) business day prior to the Closing Date, the following:
 - 10.3.1 The Assignment and Assumption of Purchase and Sale Agreement in the form attached hereto as Exhibit B (the "Assignment");
 - 10.3.2 A power purchase agreement ("**Power Purchase Agreement**") in a form to be negotiated in good faith by the parties during the Due Diligence Period and failing which, either party shall have the right to terminate this Agreement, in which case the Deposit shall be immediately returned to COX. Upon agreement to the form, the parties shall acknowledge same in writing; and
 - 10.3.3 All documents required to be executed by the "Buyer" under the Purchase Agreement for purposes of effectuating the Closing thereunder (which City will request from Seller prior to the Closing).
- 10.4 COX shall have delivered to the Escrow Agent, on or prior to 9:00 a.m. (Los Angeles time) on the Closing Date, for disbursement as directed hereunder, all cash and/or other consideration and/or other immediately available funds due from COX in accordance with this Agreement, including without limitation the Purchase Price and the Financial Assurance.
- 10.5 On or prior to COX's exercise of its first due diligence extension right (to the extent exercised by COX) or, if such extension is not exercised, the Closing hereunder, COX shall have delivered to City a copy of the agreed upon form of the executed lease between COX and rPlanet Earth, LLC, a Delaware limited liability company ("rPlanet Earth") which shall be binding on the parties thereto upon the Closing of this Agreement and pursuant to which rPlanet Earth leases the Property for a minimum of ten (10) years for purposes of operating a plastic recycling facility (the "Lease Agreement").

The conditions set forth in this Section 10 are solely for the benefit of City and may be waived only by City. City shall, at all times prior to the termination of this Agreement, have the right to waive any of such conditions. COX shall use good faith efforts to cause the foregoing conditions to occur.

11. COX's Conditions Precedent. The following shall be conditions precedent to COX's obligation herein to accept and assume the Purchase Agreement from City ("**COX's Conditions Precedent**"):

- 11.1 As of the Closing Date, City's representations and warranties contained herein shall be true and correct in all material respects and City shall not be in default of any material obligation herein;
- 11.2 The Purchase Agreement shall be in full force and effect; and
- 11.3 City shall have executed and delivered to the Escrow Agent on or prior to 9:00 a.m. (Los Angeles time) on the Closing Date, the Assignment and the Power Purchase Agreement.

The conditions set forth in this Section 11 are solely for the benefit of COX and may be waived only by COX. COX shall, at all times prior to the termination of this Agreement, have the right to waive any of these conditions.

12. Pre-Negotiation Letter; Non-Exclusive.

- 12.1 PNLA. City, COX, Randy Kendrick, Xebec Realty Partners and rPlanet Earth are parties to that certain letter agreement dated as of June 30, 2015 (the "PNLA"). The PNLA is incorporated herein by this reference. The obligations thereunder shall survive the Closing or the earlier termination of this Agreement. By its execution of this Agreement, COX ratifies and confirms its agreement to the terms of the PNLA; provided, however, nothing herein is intended to affect the representations and warranties under this Agreement given by City.
- 12.2 Non-Exclusive. Without limitation to any other provision herein, COX acknowledges and agrees that City is currently in discussions with multiple parties regarding potential transactions with such parties in relation to the Property (including potential assignments of the Contract Rights and/or sale of the Property to such other parties). City may continue such discussions and may enter into agreements with such other parties, provided the consummation of the transactions thereunder is contingent on the termination of this Agreement. COX waives any right to object to such dealings by City with such other parties.

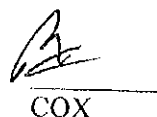
13. Default.

- 13.1 COX's Remedies For City's Default. If, as of the Closing Date, (a) each of the City's Conditions Precedent as set forth in this Agreement have been satisfied or waived by City, and (b) City fails or refuses to timely assign the Contract Rights to COX in accordance with the terms and conditions of this Agreement, or otherwise fails to perform or otherwise breaches its material obligations hereunder, and City has failed to cure such breach or default within ten (10) business days following receipt of written notice thereof, except on account of a breach or default hereunder

by COX, COX may elect one of the following remedies (and COX hereby waives any and all other rights and remedies against City): (i) terminate COX's obligations under this Agreement by written notice to City (excluding obligations which are expressly stated to survive any such termination) and receive a full refund of the Deposit, or (ii) bring an action for specific performance of this Agreement, which action shall be brought, if at all, no later than ninety (90) days after the scheduled Closing Date. Except as provided for above, COX hereby waives its right to bring any action for damages (including without limitation actual, consequential, special and punitive damages) arising out of or relating to this Agreement or City's default hereunder. COX's election to proceed with the Closing with actual knowledge of a breach or default by City hereunder as of or prior to the Closing (including without limitation a breach of any representation or warranty of City herein) shall conclusively constitute COX's waiver of any and all claims against City on account thereof.

- 13.2 City's Remedies For COX's Default. If, as of the Closing Date, (a) each of the COX's Conditions Precedent as set forth in this Agreement have been satisfied or waived, and (b) COX fails or refuses to timely consummate the Closing in accordance with the terms and conditions of this Agreement, and COX has failed to cure same within ten (10) days following receipt of written notice thereof, except on account of a breach or default hereunder by City, City may elect, as City's sole remedy, to terminate City's obligations under this Agreement by written notice to COX and keep the Deposit as liquidated damages. The foregoing provision shall not limit City's rights to Extension Deposits under Section 3.6 or DDP Extension Fee under Section 4.2, or City's remedies with respect to any obligations of COX which are expressly stated to survive the termination of this Agreement and/or which are expressly stated not to be subject to this Section 13.2. The parties hereby agree that the amount of the Deposit shall be and constitutes liquidated damages. COX and City acknowledge and agree that it is difficult or impossible to determine the actual damages City would suffer from COX's breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF CITY'S DAMAGES AND AS CITY'S EXCLUSIVE REMEDY, AT LAW OR IN EQUITY, AGAINST COX IN THE EVENT THE CLOSING IS NOT CONSUMMATED BY REASON OF A BREACH OR DEFAULT BY COX UNDER THIS AGREEMENT. City hereby waives its right to bring any action for damages (including without limitation actual, consequential, special and punitive damages) arising out of or relating to this Agreement or COX's default hereunder, except an action to recover the Deposit following a COX's default and subject to City's rights to exercise all available remedies at law or equity with respect to matters which are expressly excluded herein from the limitations of Section 13.

Initials:



COX



City

13.3 Survival. The provisions of this Section 13 shall survive any termination of this Agreement.

14. Brokerage. City and COX each represent and warrant to the other that they have dealt with no other real estate brokers with respect to the transaction contemplated by this Agreement. City and COX each agree to indemnify, defend and hold the other harmless from and against any claim or liability, as well as court costs and legal fees, arising out of claims contrary to the foregoing representations and warranties by a party claiming to have dealt with the indemnifying party. Notwithstanding anything to the contrary contained herein, the mutual indemnities contained in this Section 14 shall survive Closing or any termination of this Agreement and shall not be subject to the limitations on remedies of City or COX set forth in Sections 13.1 and 13.2.

15. Miscellaneous.

15.1 Business Days. "Business Day" or "business day" shall have the meanings assigned to same in Section 25 of the Original Agreement. If the last day for performance of any obligation or exercise of any right falls on a day other than a business day, then the last day for such performance or exercise of such right shall be extended to and expire on the next succeeding business day.

15.2 Time. Time is of the essence in the performance of each party's obligations hereunder.

15.3 Attorneys' Fees. If any party shall bring an action or proceeding against the other party by reason of the breach or alleged violation of any term or obligation hereof, or for the enforcement or interpretation of any provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to its reasonable costs and expenses of suit, including, but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment, and without regard to any other limitation on remedies provided herein.

15.4 No Waiver. Subject to the deemed approvals under this Agreement, no waiver by any party of the performance or satisfaction of any covenant or condition shall be valid unless in writing, nor shall it be considered to be a waiver by such party of any other covenant or condition hereunder.

15.5 Entire Agreement. This Agreement contains the entire agreement between the parties regarding the Contract Rights and the Purchase Agreement and supersedes all prior agreements, whether written or oral, between the parties regarding the same subject. This Agreement may only be modified by subsequent written agreement signed by the party to be charged.

- 15.6 Further Assurances. Before and after Closing, each party shall execute and deliver to the other party all such documents that such other party may reasonably require to effect, confirm or otherwise perfect the transfer of property and other covenants and agreements of the parties contemplated by this Agreement.
- 15.7 Successors. This Agreement shall bind and inure to the benefit of the parties hereto and to their respective successors and assigns; provided, however, that none of the rights or obligations of COX hereunder shall be transferred or assigned by COX without the prior written consent of City, which consent may be granted or withheld in City's sole and absolute discretion; provided, however, that COX may, without the consent of City, assign its rights under this Agreement to any entity which is controlled by, controlling, or under common control with COX and which is owned at least 25% directly or indirectly, by (i) CAM Fruitland Capital LLC, a Delaware limited liability company and affiliate of Cohen Asset Management, Inc., a California corporation, (ii) Fruitland XC, LLC, a Delaware limited liability company and affiliate of Xebec Development Company, a California corporation, and/or (iii) 3200 Fruitland GAP, LLC, a Delaware limited liability company and affiliate of Oaktree Capital Management, LP, a Delaware limited partnership. No permitted assignment or transfer by COX shall relieve COX from its obligations hereunder, it being understood that upon any assignment or transfer COX shall remain liable to City for the performance of the obligations of COX hereunder.
- 15.8 Change in Property. If and to the extent the risk of loss, due to casualty or condemnation, or other change to the Property is borne by City as buyer under the Purchase Agreement, COX shall also bear the same risk. As such, unless City has a right to terminate in relation to the occurrence of some event or condition first arising hereafter, COX acknowledges and agrees it shall have no right to terminate in relation to such event, circumstance or condition. If City has a right to terminate, it shall not exercise such right without first having obtained the consent of COX, and if COX so consents and City so terminates the Purchase Agreement, this Agreement shall be of no further force or effect and the Deposit shall be returned to COX. If COX does not consent, City will not terminate the Purchase Agreement, and COX shall be bound to close the transaction contemplated hereby and under the Purchase Agreement in accordance herewith and therewith. The terms of Section 5.4 herein shall govern with respect to the giving of any such consent by COX in relation hereto.
- 15.9 Counterparts and Effectiveness. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, and this Agreement shall only be effective if a counterpart is signed by both City and COX.

- 15.10 Severability. In the event any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 15.11 Recording. Neither this Agreement nor any memorandum hereof shall be recorded or filed in the Office of the County Recorder of the county in which the Property is located, or in any other public records of any jurisdiction, and any attempt to do so may be treated by the other party as a material breach of this Agreement.
- 15.12 No Third Party Beneficiaries. City and COX agree that it is their specific intent that no broker or any other third party, including Seller, shall be a party to or a third party beneficiary of this Agreement or the escrow; and further that the consent of a broker or other third party, including Seller, shall not be necessary to any agreement, amendment, or document with respect to the transaction contemplated by this Agreement. This shall not, however, affect the rights of any party pursuant to a separate agreement.
- 15.13 Confidentiality. The parties agree that the terms and conditions of this Agreement are confidential and shall not be disclosed to any third parties, except for the parties' respective principals, investors, employees, agents (including without limitation Escrow Agent), and consultants (including without limitation attorneys, accountants, and brokers), lenders, partners and prospective lenders and partners having a legitimate need for the information requested, and except for disclosures required by law or normally provided by City in connection with City's governmental practices and obligations, or as and to the extent required under the Purchase Agreement for purposes of effectuating the assignment of the Purchase Agreement. The provisions of this Section 15.13 shall survive any termination of this Agreement and shall not be subject to the limitations on remedies of City set forth in Section 13, but shall expire and be of no further force or effect upon a Closing.
- 15.14 Construction. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to "Sections" are to Sections of this Agreement, unless otherwise specifically provided. All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural shall be deemed to have been made, respectively, in the plural or singular as well.
- 15.15 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflicts of law principles.

15.16 Police Powers. COX acknowledges and agrees that the City, by its execution, delivery and performance of the obligations herein, is acting solely in its capacity as the current "buyer" under, and assignor hereunder of, the Purchase Agreement. Departments, agencies and other divisions of the City ("City Departments"), acting in their regulatory, policing, permitting and/or other governmental capacity, are not bound hereby. Without limitation thereto, it is understood and agreed that nothing in this Agreement expressly or implicitly imposes any duties or obligations on any such City Departments, including any obligation of good faith and/or fair dealing, either in the performance of their responsibilities under local, state or federal law or otherwise. COX agrees that COX's acquisition, development and/or use of the Property may require certain permits and approvals from such City Departments. City is under no obligation to cause the City Departments to issue the same, nor are such City Departments compelled in any manner in relation hereto to issue the same. In the performance of its governmental functions, a City Department's actions, inactions, delay, imposition of conditions to any approval, requirements for the payment of any fees or expenses or the like shall not constitute a default or breach by City hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

"CITY":

CITY OF VERNON

By:

W. Michael McCormick

Name:

W. Michael McCormick

Its:

Mayor

Approved as to form:

DLA Piper LLP (US), Special Counsel to City

ATTEST:
M.E. Ayala
Maria E. Ayala,
City Clerk

[Signatures continue on next page]

"COX":

FRUITLAND OWNER LLC,
a Delaware limited liability company

By: **Fruitland JV LLC,**
a Delaware limited liability company,
its Sole Member

By: **Fruitland COX Venture LLC,**
a Delaware limited liability company,
its Sole Member

By: **CAM Fruitland Capital LLC,**
a Delaware limited liability company,
its Sole Member

By: **Cohen Holdings 2015 LLC,**
a Delaware limited liability company,
its Sole Member

By: 

Name: Bradley S. Cohen
Title: President & CEO

EXHIBIT A
PURCHASE AGREEMENT

[copies attached hereto]

EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned, City of Vernon (“Assignor”), hereby assigns to Fruitland Owner LLC, a Delaware limited liability company (“Assignee”) all of Assignor’s rights and obligations under that certain Standard Offer, Agreement and Escrow Instructions for the Purchase of Real Estate dated as of March 20, 2006 (the “Original Agreement”), with attached Addendum dated March 20, 2006 (“Addendum”), as amended by that certain First Amendment to the same dated as of June 15, 2006 (“First Amendment”) and as further amended by that certain Second Amendment to the same dated as of April 7, 2015 (the “Second Amendment”), and as further amended by that certain Third Amendment to the same dated as of June 11, 2015 (the “Third Amendment”). The First Amendment, Second Amendment, and Third Amendment, together with the Original Agreement and Addendum are collectively referred to as the “Purchase Agreement”, by and between Pechiney Cast Plate, Inc., as seller, and Assignor, as buyer. This Assignment and Assumption of Purchase and Sale Agreement (“Assignment”) is made in furtherance of the transaction contemplated by and between Assignor and Assignee as described in that certain Agreement regarding Assignment and Assumption of Purchase and Sale Agreement dated as of August __, 2015 (the “Agreement”) and is made subject to the terms and conditions as set forth therein which are incorporated herein by this reference as if more fully set forth herein.

By accepting this Assignment, Assignee assumes and agrees to perform all of the obligations of Buyer (as such term is defined under the Purchase Agreement) under the Purchase Agreement.

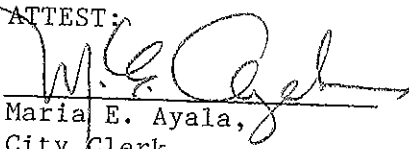
This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date and year written below.

Dated: August __, 2015

ATTEST:



Maria E. Ayala,
City Clerk

ASSIGNOR:

City of Vernon

By 

Name: W. Michael McCormick

Title: Mayor

Approved as to form:

DLA Piper LLP (US), Special Counsel to Buyer

ACCEPTED BY:

ASSIGNEE:

FRUITLAND OWNER LLC,
a Delaware limited liability company

By By: Fruitland JV LLC,


Name: a Delaware limited liability company,

Title: its Sole Member

By: Fruitland COX Venture LLC,
a Delaware limited liability company,
its Sole Member

By: CAM Fruitland Capital LLC,
a Delaware limited liability company,
its Sole Member

By: Cohen Holdings 2015 LLC,
a Delaware limited liability company,
its Sole Member

By: 

Name: Bradley S. Cohen
Title: President & CEO

RESOLUTION NO. 2016-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPROVING AND AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO AGREEMENT REGARDING ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF VERNON AND FRUITLAND OWNER, LLC FOR PROPERTY LOCATED AT 3200 FRUITLAND AVENUE

WHEREAS, on March 22, 2006, the City Council of the City of Vernon adopted Resolution No. 8995, as amended on May 3, 2006, April 7, 2015, and June 11, 2015, approving a Standard Offer, Agreement and Escrow Instructions and Addendum with Pechiney Cast Plate, Inc. ("Pechiney") for the purchase of property located at 3200 Fruitland Avenue (the "Property"); and

WHEREAS, on August 18, 2015, the City Council of the City of Vernon adopted Resolution No. 2015-57, as amended on August 21, 2015, and November 17, 2015, approving an Agreement regarding Assignment and Assumption of Purchase and Sale Agreement (the "Agreement") by and between the City of Vernon ("City") and Fruitland Owner, LLC ("COX") for property located at 3200 Fruitland Avenue to assign the City's right, title and interest in, to and under the Agreement to COX; and

WHEREAS, the City and COX desire to enter into a Third Amendment to the Agreement (the "Amendment") to amend certain provisions of the Agreement relating to the closing date and conditions of closing; and

WHEREAS, COX desires to assign their rights and obligations of the Agreement to CPF/COX Vernon, LLC; and

WHEREAS, the City Council of the City of Vernon desires to approve the Amendment and authorize the execution thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF VERNON AS FOLLOWS:

SECTION 1: The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 2: The City Council of the City of Vernon finds that this action is exempt under the California Environmental Quality Act (CEQA), in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment.

SECTION 3: The City Council of the City of Vernon hereby approves and authorizes the execution of the Third Amendment to Agreement regarding Assignment and Assumption of Purchase and Sale Agreement with Fruitland Owner, LLC (the "Amendment"), in substantially the same form as the copy which is attached hereto as Exhibit A.

SECTION 4: The City Council of the City of Vernon hereby authorizes the Mayor or Mayor Pro-Tem to execute said Agreement for, and on behalf of, the City of Vernon and the City Clerk, or Deputy City Clerk, is hereby authorized to attest thereto.

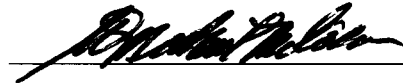
SECTION 5: The City Council of the City of Vernon hereby instructs the City Administrator, or his designee, to take whatever actions are deemed necessary or desirable for the purpose of implementing and carrying out the purposes of this Resolution and the transactions herein approved or authorized, including but not limited to, any non-substantive changes to the Amendment attached herein.

SECTION 6: The City Council of the City of Vernon hereby directs the City Clerk, or the Deputy City Clerk, to send a fully executed Amendment to Fruitland Owner, LLC.

/ / /

SECTION 7: The City Clerk, or Deputy City Clerk, of the City of Vernon shall certify to the passage, approval and adoption of this resolution, and the City Clerk, or Deputy City Clerk, of the City of Vernon shall cause this resolution and the City Clerk's, or Deputy City Clerk's, certification to be entered in the File of Resolutions of the Council of this City.

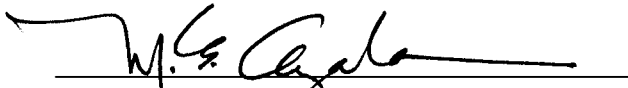
APPROVED AND ADOPTED this 19th day of January, 2016.



Name: W. Michael McCormick

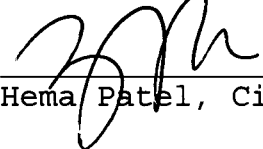
Title: Mayor / ~~Mayor Pro-Tem~~

ATTEST:



Maria E. Ayala
City Clerk / ~~Deputy City Clerk~~

APPROVED AS TO FORM:

AP 
Hema Patel, City Attorney

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, **Maria E. Ayala**, City Clerk / ~~Deputy City Clerk~~ of the City of Vernon, do hereby certify that the foregoing Resolution, being Resolution No. 2016-04, was duly passed, approved and adopted by the City Council of the City of Vernon at a regular meeting of the City Council duly held on Tuesday, January 19, 2016, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this 21st day of January, 2016, at Vernon, California.



Maria E. Ayala
City Clerk / ~~Deputy City Clerk~~

(SEAL)

EXHIBIT A

**Third Amendment to
Agreement Regarding Assignment and Assumption of Purchase and Sale Agreement**

THIS THIRD AMENDMENT TO AGREEMENT REGARDING ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT (this "**Amendment**") is made and entered into as of January __, 2016 (the "**Effective Date**"), by and between the City of Vernon ("**City**"), and Fruitland Owner LLC, a Delaware limited liability company ("**COX**"). City and COX are each referred to herein as a "**Party**" and are collectively referred to as the "**Parties**".

RECITALS

A. City, as buyer, and Pechiney Cast Plate, Inc., as seller ("**Seller**"), are parties to that certain Standard Offer, Agreement and Escrow Instructions for the Purchase of Real Estate dated as of March 20, 2006 ("**Original Agreement**"), with attached Addendum dated March 20, 2006 ("**Addendum**"), as amended by that certain First Amendment to the same dated as of June 15, 2006 ("**First Amendment**"), as further amended by that certain Second Amendment dated as of April 7, 2015 (the "**Second Amendment**"), as further amended by that certain Third Amendment dated as of June 11, 2015 (the "**Third Amendment**"). The Original Agreement as amended by the Addendum, the First Amendment, the Second Amendment and the Third Amendment shall hereinafter be referred to as the "**Purchase Agreement**".

B. Seller owns fee simple title to certain real property located in Vernon, California and described more particularly in the Purchase Agreement (together with the Buyer UP Land, (as referenced in Section 4.1 of the Second Amendment) the "**Property**").

C. Pursuant to the terms and conditions of the Purchase Agreement, City has agreed to buy, and Seller has agreed to sell to City, the Property.

D. Pursuant to the terms and conditions of that certain Agreement Regarding Assignment and Assumption of Purchase and Sale Agreement, dated as of August 4, 2015, executed by and between the City and COX, as amended by that certain Amendment to Agreement Regarding Assignment and Assumption of Purchase and Sale Agreement, dated as of August 21, 2015, as amended by that certain Second Amendment to Agreement Regarding Assignment and Assumption on Purchase and Sale Agreement, dated as of October 27, 2015 (the "**Second Amendment to Assignment**") (as amended, the "**Assignment**"), City has agreed to assign its right, title and interest in, to and under the Purchase Agreement to COX.

E. The Parties desire to further amend the Assignment as set forth herein.

F. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Assignment.

AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, COX and City hereby agree as follows:

1. Amendments.

- a. Closing. The first sentence of Section 9 of the Assignment (as amended by Section 1(b) of the Second Amendment to Assignment) is hereby amended in its entirety as follows: "The closing of the assignment of the Purchase Agreement contemplated by this Agreement ("**Closing**") shall occur on Thursday, February 18, 2016 (the "**Closing Date**"); provided that the parties may elect by mutual written agreement to close prior to February 18, 2016." Section 1(b) of the Second Amendment to Assignment is of no further force or effect. Without limitation thereto, neither party has a right to extend the Closing Date from and after the date hereof.
- b. City's Conditions Precedent. Section 10 of the Assignment is hereby amended to add the following as Section 10.6 thereof: "10.6. On or prior to January 19, 2016, the City Council of the City of Vernon shall have approved the Third Amendment to this Agreement and such other matters as are related thereto as determined necessary in the discretion of City staff, and COX shall have obtained all internal approvals of the Third Amendment to this Agreement. City shall notify COX as to whether such approval by City Council was obtained on or prior to 5 p.m. Los Angeles time on January 19, 2016."
- c. COX's Conditions Precedent. Section 11 of the Assignment is hereby amended to add the following as Section 11.6 thereof: "11.6. On or prior to January 19, 2016, the City Council of the City of Vernon shall have approved the Third Amendment to this Agreement and such other matters as are related thereto as determined necessary in the discretion of City staff, and COX shall have obtained all internal approvals of the Third Amendment to this Agreement. COX shall notify City as to whether such internal approvals were obtained on or prior to 5 p.m. Los Angeles time on January 19, 2016."

COX hereby acknowledges and agrees that all of COX's Conditions Precedent have been satisfied as of the date hereof, except for the conditions set forth in Section 11.1 (City's representations and warranties), Section 11.2 (Purchase Agreement in effect as of Closing), and Section 11.6 (approval of Third Amendment).

- d. Failure of Condition Precedent under 10.6 or 11.6. If the City Council has not approved the Third Amendment, or if COX has not obtained all internal approvals of the Third Amendment, on or prior to January 19, 2016, then unless COX elects to waive such condition and proceed to Closing (by written notice from COX to City given no later than 5 p.m. Los Angeles time on January 21, 2016), the Assignment shall automatically terminate, in which case neither party shall have any further obligations thereunder or hereunder, except to the extent of any obligations which are stated to survive. If COX elects to waive such condition and proceed to Closing, then the Closing shall occur, consistent with the intent of the parties in the Second Amendment to Assignment, on January 25, 2016, which is the first business day following the 30th day after the condition in Section 11.5

of the Assignment (as added by the Second Amendment to Assignment) (i.e., approval of the Soil Management Plan by the California Department of Toxic Substances Control) was satisfied.

- e. Extension Fee. Pursuant to Section 1(a)(iii) of the Second Amendment to Assignment, COX shall continue to pay on the first calendar day of each month until Closing (or the succeeding business day if the 1st day of the calendar month is not a business day) the amount of \$25,000.00 per month to the City as consideration for the Extension Fee payable by the City to Seller under the Purchase Agreement. Pursuant to Section 1(a)(iv) of the Second Amendment to Assignment, such amounts shall not be credited against the Purchase Price at Closing and are deemed fully earned and non-refundable upon payment to the City as independent consideration for the City's agreements set forth in the Second Amendment to Assignment and this Amendment.
- f. Assignment. Pursuant to Section 15.7 of the Assignment, the City hereby consents to an assignment of COX's rights and obligations under the Assignment to CPF/COX Vernon, LLC, a Delaware limited liability company ("Assignee"), provided, however, no such assignment by COX shall relieve COX from its obligations under the Assignment, it being understood that upon any such assignment COX shall remain liable to the City for the performance of the obligations of COX under the Assignment. COX hereby represents and warrants to City that Assignee shall be as of the date of Closing at least 10% beneficially owned (whether directly or indirectly) by (i) CAM Fruitland Capital LLC, a Delaware limited liability company and an affiliate of Cohen Asset Management, Inc., a California corporation, (ii) Fruitland XC, LLC, a Delaware limited liability company and an affiliate of Xebec, LLC a California limited liability company, and/or (iii) 3200 Fruitland GAP, LLC, a Delaware limited liability company and affiliate of Oaktree Capital Management, LP, a Delaware limited partnership.
- g. Notice. The Assignment lacked a formal notice provision. It is agreed that from and after the date hereof, and/or with respect to any prior notices given, any notice or other communication required or desired to be given hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes if (a) delivered personally to the party to whom the same is directed, (b) sent by Federal Express or other national overnight courier, charges prepaid, or (c) sent by registered or certified mail, postage and charges prepaid, addressed to the party to whom the same is directed at the address of such party as set forth below:

City: City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
Attn: Hema Patel, City Attorney
E: hpatel@ci.vernon.ca.us
P: 323.826.1440
F: 323.826.1438

With a copy to: DLA Piper LLP US
550 South Hope Street, Suite 2300
Los Angeles, CA 90071
Attn: Michael Hamilton, Esq.
E: michael.hamilton@dlapiper.com
P: 213.330.7736
F: 213.330.7536

Purchaser: CPF/COX Vernon, LLC
c/o Cohen Asset Management, Inc.
1900 Avenue of the Stars, Suite 500
Los Angeles, CA 90067
Attention: Mr. Bradley Cohen, President & CEO
E: Bradley@cohenasset.com
P: 310.860.5460
F: 310.860.0599

With a copy to: Raines Feldman LLP
9720 Wilshire Blvd., Fifth Floor
Beverly Hills, CA 90212
E: araines@raineslaw.com
P: 310.734.0401
F: 310.765.7731

Any notice which is served (i) personally shall be deemed to be given on the date on which the same is actually served, (ii) by Federal Express or other national overnight courier shall be deemed to be given on the date one (1) business day after the same is delivered to Federal Express or other national overnight courier, (iii) by mail shall be deemed to be given on the date two (2) business days after the same is deposited in a regularly maintained receptacle for the deposit of United States mail and (iv) by email on the date sent if prior to 5:00 p.m. pacific time, and otherwise on the following business day, provided that the recipient acknowledges receipt of the same. If no acknowledgement of email notice is received by the sender within 12 hours of being sent, the sender may send, by alternative means provided under (i) or (ii) above, the same notice on or before 24 hours after the original email notice was sent and the same shall be deemed effective and timely for purposes herein as if given by such other means on the date of the original email. Any party may change its address for purposes of this Agreement by giving the other party notice thereof in the manner hereinabove provided for the giving of notices. Notices delivered by any attorney for either party are deemed effective. Notices previously given in accordance with the foregoing are hereby deemed to have been effective and neither party is aware of any notice having been given in a manner other than as provided.

2. Miscellaneous.

a. COX hereby confirms, and shall be estopped from claiming to the contrary, that to COX's knowledge, City is not in default under the Assignment and no facts or circumstances exist which, upon the giving of notice, or passage of time, or both, would constitute a default by City. City hereby confirms, and shall be estopped from claiming to the contrary, that to City's knowledge, COX is not in default under the Assignment and no facts or circumstances exist which, upon the giving of notice, or passage of time, or both, would constitute a default by Cox.

b. Except to the extent expressly modified by this Amendment, the Assignment is ratified and remains in full force and effect. To the extent of any inconsistency between this Amendment and the Assignment, the terms and conditions of this Amendment shall control.

c. This Amendment may be executed in multiple counterparts, all of which, taken together, shall constitute one document. This Amendment shall be deemed effective against a Party upon receipt by the other Party (or its counsel) of a counterpart executed by facsimile or electronic mail.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment as of the Effective Date.

CITY:

City of Vernon

By: _____

Name: _____

Title: _____

Approved as to form:

DLA Piper LLP (US), Special Counsel to Buyer

[Signatures continue on next page]

COX:

FRUITLAND OWNER LLC,
a Delaware limited liability company

By: **Fruitland JV LLC,**
a Delaware limited liability company,
its Sole Member

By: **Fruitland COX Venture LLC,**
a Delaware limited liability company,
its Sole Member

By: **CAM Fruitland Capital LLC,**
a Delaware limited liability company,
its Sole Member

By: **Cohen Holdings 2015 LLC,**
a Delaware limited liability company,
its Sole Member

By: 

Name: Bradley S. Cohen
Title: President & CEO

[Signatures continue on next page]

ESCROW AGENT:

ESCROW AGENT, by its execution below, hereby accepts (as of the date first above written) the foregoing Amendment and agrees to act as Escrow Agent under the Assignment in strict accordance with its terms.

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By: _____
Name: _____
Its: _____

City Council Agenda Item Report

Agenda Item No. COV-415-2020

Submitted by: Scott Williams

Submitting Department: Finance/Treasury

Meeting Date: November 17, 2020

SUBJECT

Services Agreement with BLX Group LLC for Financial Advisory Services (Continued from November 3, 2020)

Recommendation:

Approve and authorize the City Administrator to execute a services agreement with BLX Group LLC for Financial Advisory Services, in substantially the same form as submitted, in an amount not to exceed \$600,000, for a three-year agreement effective November 3, 2020 for financial advisory services.

Background:

The Finance Department is requesting approval to award a Services Agreement to BLX Group LLC (BLX) for ongoing general consulting, planning and advisory services; services directly related to debt/derivative/investment transactions; executing a debt strategy, and regulatory, management, and oversight services. BLX is a registered municipal advisor offering financial advisory, interest rate swap advisory, and post debt issuance compliance services associated with requirements imposed by the IRS and SEC. As an independent and unbiased advisor, BLX's primary objective is to advocate for and educate while assisting in structuring City financing to achieve low cost of capital at the terms best suited to City's debt policies and strategic objectives.

In order to select an appropriate firm to provide the aforementioned services, a Request for Proposals (RFP) was issued on August 25, 2020 via the City website and sent out to ten (10) firms known to provide Financial Advisory Services to California cities and who were known to have experience in Municipal Bond issuances. The deadline to submit proposals was September 8, 2020 and three (3) proposal were received. The three (3) firms that responded were BLX Group LLC, PFM Financial Advisory LLC, and Urban Futures Inc. Each firm's RFP response was examined on the basis of four weighted RFP criterion of: Cost and Fees 30%, References 20%, Qualifications 40%, and Responsiveness 10%.

A review panel evaluated the three (3) proposals received from qualified respondents in order to determine the vendor best suited to provide the services requested. A comprehensive, fair, and impartial evaluation of proposals was conducted in accordance with the specifications set forth within the RFP document. Established criteria were used in reviewing and comparing the proposals to determine the most suitable firm. At the conclusion of the assessment, it was determined that BLX was the most compatible choice for the award of the services agreement for Financial Advisory Services. BLX was the top ranked respondent due to their years of experience in the industry, exceptional qualifications, and their ability to offer quality service at a competitive price. It is, therefore, recommended that City Council approve and authorize the City Administrator to execute a services agreement with BLX. The proposed agreement has been reviewed and approved by the City Attorney's Office.

NOTE: This item was initially presented for City Council consideration on November 3, 2020. Additional information as requested by the City Council will be presented at the November 17, 2020 Council Meeting.

Fiscal Impact:

The total not to exceed value of the agreement with BLX Group LLC is \$200,000 per year for a three-year term, equating to a total contract value of \$600,000. These costs are variable (hourly per the scope of the agreement) and based on the estimated hours per year for compliance reporting for existing bonds. If new bonds are issued by the City, an amendment may be required based on bond issuance costs. If necessary, these costs would be included in the cost of issuance at the time of a new bond and/or refunding of an existing bond. Funds for financial advisory services have been budgeted under Financial Advisory Services account 055.9000.595200 and will be budgeted in subsequent years.

Attachments:

- [1. Financial Advisory Services Agreement with BLX Group LLC](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND BLX GROUP LLC
FOR FINANCIAL ADVISORY SERVICES

COVER PAGE

Contractor:	BLX Group LLC
Responsible Principal of Contractor:	Craig Underwood, President
Notice Information - Contractor:	BLX Group LLC 777 S. Figueroa Street, Suite 3200 Los Angeles, CA 90017 Attention: Craig Underwood, President Phone: (213)612-2463 Email: cunderwood@blxgroup.com
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Scott Williams, Finance Director Telephone: (323) 583-8811 ext. 849 Email: swilliams@ci.vernon.ca.us
Commencement Date:	November 3, 2020
Termination Date:	November 2, 2023
Consideration:	Total not to exceed \$200,000 per fiscal year or a grand total of \$600,000 for three years (includes all applicable sales tax); and more particularly described in Exhibit B
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND BLX GROUP LLC FOR FINANCIAL ADVISORY SERVICES

This Contract is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and BLX Group LLC, a limited liability company ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on November 3, 2020.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the City's Request for Proposals issued on or about August 25, 2020 and titled Financial Advisory Services, and Contractor's proposal to the City ("Proposal") dated September 8, 2020, Exhibit "A", a copy which is attached to and incorporated into this Contract by reference.

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed in a competent, professional, and satisfactory manner in accordance with the prevailing industry standards for such services.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Contractor shall not subcontract any services to be performed by it under this Contract without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be subject to approval by the City.

4.0 TERM.

The term of this Contract shall commence on November 3, 2020, and it shall continue until November 2, 2023, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Contract, shall not exceed \$200,000 per fiscal year or a grand total of \$600,000 for three years, without the prior authorization of the City, as appropriate, and written amendment of this Contract.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment, and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all staff time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related costs and expenses.

5.4 City shall reimburse Contractor only for those costs or expenses specifically approved in this Agreement, or specifically approved in writing in advance by City. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by Contractor:

5.4.1 The actual costs of subcontractors for performance of any of the services that Contractor agrees to render pursuant to this Agreement, which have been approved in advance by City and awarded in accordance with this Agreement.

5.4.2 Approved reproduction charges.

5.4.3 Actual costs and/or other costs and/or payments specifically authorized in advance in writing and incurred by Contractor in the performance of this Agreement.

5.5 Contractor shall not receive any compensation for extra work performed without the prior written authorization of City. As used herein, "extra work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Compensation for any authorized extra work shall be paid in accordance with the payment schedule as set forth in Exhibit "B," if the extra work has been approved by the City.

5.6 Licenses, Permits, Fees, and Assessments. Contractor shall obtain, at Contractor's sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services by this Agreement.

6.0 PAYMENT.

6.1 As scheduled services are completed, Contractor shall submit to the City an invoice for the services completed, authorized expenses, and authorized extra work actually performed or incurred according to said schedule.

6.2 Each such invoice shall state the basis for the amount invoiced, including a detailed description of the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 Contractor understands and agrees that invoices which lack sufficient detail to measure performance will be returned and not processed for payment.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs, and authorized extra work covered by that invoice.

7.0 CITY'S RESPONSIBILITY. City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

8.0 COORDINATION OF SERVICES. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

9.0 INDEMNITY. Contractor agrees to indemnify City, its officers, elected officials, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), including but not limited to professional negligence, that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees.

10.0 INSURANCE. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Contract, including any extensions thereto. The policies shall state that they afford primary

coverage.

i. Automobile Liability with minimum limits of at least \$1,000,000 combined single limit, including owned, hired, and non-owned liability coverage.

ii. Contractor agrees to subrogate automobile liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services.

iii. General Liability with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis.

Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Contractor's performance of this Contract.

(1) If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.

(2) Contractor agrees to subrogate General Liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under

the performance of the services.

iv. Professional Errors and Omissions coverage in a sum of at least \$1,000,000, where such risk is applicable. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate. Contractor shall maintain such coverage for at least one (1) year after the termination of this Agreement.

v. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. In addition, Contractor shall require each subcontractor to similarly maintain workers' compensation insurance in accordance with the laws for California for all of the subcontractor's employees. Compliance is accomplished in one of the following manners:

- (1) Provide copy of permissive self-insurance certificate approved by the State of California; or
- (2) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or
- (3) Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

vi. Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.

vii. Insurance shall be placed with insurers with a Best's rating of no less than A-VIII.

viii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by

City. City may require complete, certified copies of any or all policies at any time.

ix. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due to Contractor, at City's option; (b) immediately terminate this Contract and seek damages from the Contract resulting from said breach; or (c) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due to Contractor.

11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

11.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent, officer or employee of City and shall furnish such services in its own manner and method except as required by this Contract, or any applicable statute, rule, or regulation. 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. City assumes no liability for Contractor's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied or explicit, by or for Contractor. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, subcontractors and independent contractors, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.1.2 Contractor acknowledges that Contractor and any subcontractors,

agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be 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.

11.2 CONTRACTOR NOT AGENT. Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

11.3 OWNERSHIP OF WORK. All documents and materials furnished by the City to Contractor shall remain the property of the City and shall be returned to the City upon termination of this Agreement. All reports, drawings, plans, specifications, computer tapes, floppy disks and printouts, studies, memoranda, computation sheets, and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested at no additional cost to the City. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

11.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy, or incompleteness.

11.5 RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to

Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

11.6 WAIVER. The City's waiver of any term, condition, breach, or default of this Contract shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

11.7 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors, and/or assigns.

11.8 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, 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 by the Contractor of its obligations under this Contract. No assignment shall release the original parties from their obligations or otherwise constitute a novation.

11.9 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof, including but without limitation, the Vernon Living Wage Ordinance. Violation of any law material to performance of this Contract shall entitle the City to terminate the Contract and otherwise pursue its remedies. Further, if the Contractor performs any work knowing it to be contrary to such laws, rules, and regulations Contractor shall be solely responsible for all costs arising therefrom.

11.10 ATTORNEY'S FEES. If any action at law or in equity is brought to

enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11.11 INTERPRETATION.

11.11.1 Applicable Law. This 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 State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

11.11.2 Entire Agreement. This 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).

11.11.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

11.11.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

11.11.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

11.11.6 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

11.11.7 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.12 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term, and provision hereof.

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon
Attention: Scott Williams, Finance Director
4305 Santa Fe Avenue

Vernon, CA 90058

If to the Contractor
BLX Group LLC
Attention: Craig Underwood, President
777 S. Figueroa Street, Suite 3200
Los Angeles, CA 90017

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt, or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

11.16 NO THIRD PARTY RIGHTS. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right or remedy in, under, or to this Agreement.

11.17 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. 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. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Contract as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this 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 order in its entirety at no cost to the City, owing only for goods and services completed to that point.

11.19 TERMINATION FOR CAUSE. Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance. If this Agreement is terminated as provided herein, City may require, at no additional cost to City, that Contractor provide all finished or unfinished documents, data, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

11.19.1 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11.20 MAINTENANCE AND INSPECTION OF RECORDS.

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 Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the 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.

11.21 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer, or employee of the Contractor is a director, officer, or employee of the City of Vernon, or a member of any of its boards, commissions, or committees, except to the extent permitted by law.

11.22 HEADINGS. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

11.23 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 LIVING WAGES Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "C". Upon the City's request, certified payroll records shall promptly be provided to the City. .

11.25 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "D".

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Commencement Date stated on the cover page.

City of Vernon, a California charter City and California municipal corporation

BLX Group LLC, a limited liability company

By: _____
Carlos R. Fandino, Jr.
City Administrator

By: _____

Name: _____

Title: _____

ATTEST:

Lisa Pope, City Clerk

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
Interim City Attorney

EXHIBIT A
CONTRACTOR'S PROPOSAL

BLX 

PERSPECTIVE • EXPERIENCE • PROCESS





Response to Request for Proposal to Provide Financial Advisory Services:



CITY OF VERNON

SEPTEMBER 8, 2020

CO-PROJECT MANAGERS

Jeff Higgins

Managing Director

T 213.612.2209

E jhiggins@blxgroup.com

Glenn Casterline

Managing Director

T 213.612.2229

E gcasterline@blxgroup.com



BLX Group LLC

777 South Figueroa St, Ste 3200
Los Angeles, CA 90017-5855
Ph 213 612 2200 Fx 213 612 2499
www.blxgroup.com

September 8, 2020

City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

Re: City of Vernon Financial Advisory Services Request for Proposals

Ladies and Gentlemen:

On behalf of BLX Group LLC ("BLX") I am pleased to submit this response to the City of Vernon's ("City") request for proposal ("RFP") to provide Financial Advisory Services. Having worked with the City since 2002 including serving as Financial Advisor on the City's most recent debt financings, BLX's technical capabilities, familiarity with the City's debt profile along with the debt profiles similar to that of the City, and a history of unsurpassed client service, combine to make us distinctly qualified to serve the City's needs.

BLX possesses a unique combination of relevant resources, experience, and expertise to offer the City. The City's financial advisory needs are an excellent fit with BLX's corporate philosophy and procedures in that it acknowledges the unique characteristics of local government issued debt and investing public funds and the necessary understanding of related statutory, bond, and tax issues. If selected, BLX is committed to providing personalized financial advisory services in an informed, hands-on, extension-of-staff manner.

Additionally, BLX hereby declares that the undersigned individual is authorized to bind the firm with a Financial Advisory Services contract with the City and that the proposal will be valid for a period of at least ninety (90) days from the date of submission. We propose that the contemplated project be managed from our Los Angeles office and will not be subcontracted.

Partnering with BLX and taking advantage of our strong tax and analytical skill set and competitive pricing is the best choice for a successful, yet cost-effective engagement. Glenn and I will serve as your relationship managers and primary points of contact. In that role, we will be responsible for leading an open dialogue between BLX and the City. We are excited about the prospect of once again working with the City and look forward to addressing any questions you may have. I can be reached at 213-612-2209 or via e-mail at jhiggins@blxgroup.com.

Very truly yours,

BLX Group LLC

A handwritten signature in blue ink that reads "Jeff Higgins".

Jeff Higgins, Managing Director
777 S. Figueroa Street, Suite 3200
Los Angeles, CA 90017

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EXHIBITS

- A. CONFLICT DISCLAIMERS AND DISCLOSURES
- B. AFFIDAVIT OF NON-COLLUSION FORM

A. INTRODUCTION

Present an introduction of the proposal and your understanding of the assignment and significant steps, methods and procedures to be employed by the proposer to ensure quality deliverables that can be delivered within the required time frames and your identified budget.

BLX is a registered municipal advisor offering financial advisory, interest rate swap advisory, and post debt issuance compliance services associated with requirements imposed by the IRS and SEC. As an independent and unbiased advisor, BLX's primary objectives are to advocate for and educate our clients while assisting in structuring their financings to achieve low cost of capital at the terms best suited to their debt policies and strategic objectives

Our financial advisory experience includes providing recommendation of different transactional approaches according to the borrower's best interests, including bond sales, bank lending, and state loans. Furthermore, BLX has participated in numerous transactions, rating presentations, and negotiations with underwriters, LOC banks, and bond purchasers, and have observed how different types of transactions perform under different market conditions.

Because we are independent advisors and are not in the business of underwriting bonds, we are held to a fiduciary standard in all our engagements under the Dodd/Frank Act of 2010, and are not considered by the MSRB to have the potential conflicts of interest which exist between municipal borrowers and securities underwriting firms.

Further, BLX and its professionals have advised on municipal debt offerings, escrow (re)structurings, investment products, and derivative transactions across all sectors of public finance, including local agencies, public utilities, higher education, healthcare, and project finance. Since 2008, BLX has placed over 400 structured investment products, including escrow portfolios, with an aggregate notional amount in excess of \$37 billion.

City of Vernon

We have been privileged to work with the City for 18 years and over that time have provided pre-issuance and post-issuance financial advisory services, derivative advisory and management services and investment advisory services. The City is without question one of our firm's most valuable clients. Our team assigned to Vernon is headed by Jeff Higgins and Glenn Casteline, Managing Directors, along with Craig Underwood, BLX's President, all of which are located in our Los Angeles office. These individuals are among BLX's most senior and experienced professionals and have worked with the City on an absolute priority basis.

We would enthusiastically welcome the opportunity to renew and, whenever possible at the City's request, expand our relationship with the City. We can unequivocally state that BLX has an unmatched understanding of the City's debt, derivative and investment transactions, the historical and institutional knowledge of the City's financings needed to provide optimal advice, and is best positioned to provide the services outlined in Section B herein. Therefore, we are confident that BLX will be able to seamlessly and without any delays continue its work with the City and its staff and continue to provide structuring, pricing, and credit advice.

B. GENERAL SCOPE OF WORK

Briefly summarize the scope of work as the proposer perceives or envisions it for each Service Area proposed.

The scope of work as described in the RFP is generally consistent with the services BLX is currently providing to the City and those which BLX regularly provides to other municipal clients. At BLX, we generally divide financial advisory engagements into four (4) phases – (1) ongoing general consulting, planning and advisory services not directly related to a transaction (i.e. strategic planning); (2) pre-issuance services directly related to debt/derivative/investment transactions (i.e. debt strategy); (3) executing a debt strategy, and (4) post-issuance regulatory, management, and oversight services.



Specifically, the services and tasks we proposed to perform for and on the City’s behalf are as follows:

Phase I: Ongoing General Consulting Services

1. BLX will meet with the City to update and fully develop our understanding of the City’s objectives with regard to financing and investment matters. As has been our practice with the City, we would expect to meet regularly with City staff to discuss new opportunities and changes in financial policy/objectives. The BLX staff assigned to this engagement is available to the City as its highest priority.
2. BLX will review all outstanding debt and derivative positions, identifying opportunities to reduce debt service, provide cash flow relief, and improve the City’s overall balance sheet.
3. BLX will be available on a priority basis to meet with City staff, City Council, committees, commissions, and local governmental and quasi-governmental bodies as requested by the City. We will provide support, advice, and presentation materials as requested by the City to support its efforts to be responsive and transparent with all such entities.

Phase II: Pre-Issuance Transactional Services

1. In the event a financing objective (e.g., reduce debt service, fund capital projects, etc.) has been identified by the City, BLX will review the existing debt obligations and other credit and funding commitments and how a new financing might impact those. It will also include a preliminary forecast of the impact of any contemplated debt transaction on the City's credit rating, its rate structure (as it applies to enterprise funds), and overall debt service coverage.
2. BLX will work with the City to select the optimal financing strategy, which provides the City with the lowest cost of capital within risk parameters acceptable to and appropriate for the City.
3. As requested by the City, BLX will present or assist with the presentation of the initial financing plan to those public bodies charged with oversight, including City Council.

Phase III: Transactional Services

1. Once an overall financing plan has been agreed upon, BLX will provide a preliminary step-by-step action plan, clearly identifying responsibilities and timeline for project completion.
2. BLX will assist in the selection and formation of a financing team, including preparing a list of services required of underwriter, trustee, verification agent (if needed), and other professionals.
3. BLX will work with the City staff, bond counsel and financing team to determine the appropriate size, structure, specific terms and conditions for the debt transaction, and recommended method of sale.
4. BLX will assist bond counsel and other financing team members with the preparation of all publicly distributed documents in connection with the financing, including the official statement (or similar document) and related disclosures.
5. BLX will assist the City in negotiating and/or making presentations to credit rating agencies and/or credit enhancers (e.g., bond insurers, credit banks, etc.).
6. Prior to the sale of debt securities, BLX will assist with and represent the City at informational meetings as part of the marketing effort.
7. If a negotiated sale process is utilized, BLX will assist the City in negotiating appropriate terms, reviewing spreads, identifying comparable transactions, analyzing market levels, and clarifying any syndicate roles with the selected underwriter. BLX will also work side-by-side with the underwriter to ensure the broadness and appropriateness of the marketing and sales effort.
8. BLX will assist the City in closing the financing, including all necessary administrative and clerical tasks and the investment of the bond proceeds.

Phase IV: Post - Issuance Services

1. BLX will provide the City with ongoing compliance, monitoring, and management services in the following areas:
 - A. **Arbitrage Rebate Compliance Services** – BLX will provide the City with annual and final arbitrage rebate calculations on each of the City’s outstanding tax-exempt bond issues.
 - B. **Continuing Disclosure Services** – BLX will assist the City with its required obligations under the various continuing disclosure agreements.
 - C. **Other Compliance Services** – BLX will provide the City with ongoing bond proceeds compliance services such as services related to the requirements established by California Senate Bill 1029 (“SB 1029”).
2. BLX will be available on a full time basis to interact with ratings agencies and investors on behalf of the City along with addressing any issues that arise relating to the City’s debt issuances.

C. WORK PLAN

Present concepts for conducting the work plan and interrelationship of all projects. Define the scope of each task including the depth and scope of analysis or research proposed.

As described in the previous section, BLX views this engagement as having four distinct, but very much interrelated, components or phases. All four are critical to the City's financial success, stability, and transparency and best provided by a single firm doing so on an integrated basis.

We propose to implement the following work plan items and tasks as a supplement to the Scope of Services described earlier.

Phase I: Our approach to providing Financial Advisory services to the City begins with acting as an extension of the City's staff. That is, we have and would continue to be available to the City on a full-time basis (and on short notice) to provide support, analysis, and advice for all City-related financial matters. By being fully immersed in the City's financial activities, we are best positioned to provide the required services and timely and value-added advice.

To add some structure to this, we propose regularly scheduled weekly meeting (or call if preferred by City) with the Finance Director to review ongoing projects, help prepare for upcoming meetings requiring financial analysis, and generally review market conditions and opportunities for the City to improve its financial standing and/or pursue additional capital funding. We also recommend that as Financial Advisor, we review of the City's financial standing as it relates to debt, derivative, and investments. Working with the Finance Director, BLX will develop a template for such presentations that can be readily updated and amended on an ongoing basis.

Finally, as circumstances require, BLX's assigned professionals will be available to the City on a full-time priority basis. That is, should the City need BLX support and advice to address pressing and sudden issues, we will make the necessary resources available to the City. We believe that the availability of our assigned professionals throughout our decade of service to the City readily demonstrates the true depth of this commitment.

Phases II and III: The services described in Phases II and III are fairly standard for financial advisory engagements as described in the previous section. Once the City is in agreement with the work plan, BLX will assist the City with the following:

1. Forming a financing team. Absent financing team members already being in place by virtue of prior RFPs or other process, BLX will assist the City with identifying and securing financing team members – utilizing a competitive process whenever possible.
3. Provide ongoing advice and recommendations to the City on how to best document important transaction decisions regarding debt structure and important legal/financial/credit issues.
4. Upon the close of any transaction, BLX will provide a summary report to the City. This report will detail the final transaction structure, including the bond pricing effort and outcome; identify the extent to which the final transaction met the original project goals;

and summarize the City's ongoing obligations under the transaction. BLX will present or assist in presenting these final findings to City Council.

Phase IV: BLX has provided the services proposed in this section to the City for several years. We do not foresee any substantial changes in the work plan for how these services are provided. However, in the spirit of creating greater transparency, we propose to provide a formal annual report detailing the City's post-issuance compliance efforts. This summary will include the results of any arbitrage rebate calculations, a summary of any required disclosure filings, and compliance with SB 1029. This annual report will be useful in demonstrating the City's ongoing oversight efforts to City Council, regulatory parties, and other groups.

We strongly believe that the City is best served by a single qualified firm providing the services proposed in this and the prior section on an integrated basis.

D. FEES AND COSTS

Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer’s most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect “not to exceed” amounts per item.

Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer.

BLX does not structure its fees for advisory services based on any set formula or approach. We have provided similar services to those contemplated by the City on (i) a fixed fee basis; (ii) an hourly basis; and (iii) a percentage of transaction-size basis.

The most important factor in determining an appropriate fee structure is the City’s comfort that our fee is appropriate for the work and value provided and consistent with “the market”. Therefore, while we have proposed a fee schedule as shown below, we are amendable to negotiate alternative fee structures that may be deemed more acceptable by the City.

Our proposed fee structure is segmented in a manner consistent with our response to Section B – General Scope of Work.

Phases I & II: Ongoing General & Pre-Issuance Transactional Services

As the depth and amount of the services required in this phase are difficult to approximate, we believe these services are fairly compensated by an hourly billing arrangement. Our proposed hourly fees are as follows:

<u>Title</u>	<u>Hourly Rate</u>
President	\$500
Managing Director	\$450

Alternatively, we would be open to negotiating a flat annual retainer for these services. Such an arrangement might provide greater value for the City in that it would provide a cap. In order to determine an appropriate level for such a cap, we would need to first discuss with the City what various projects and tasks it forecasts over the next 12 months.

Phase III: Transactional Services

Once the City has elected to pursue a specific financing, our fee for services in connection with such a financing would then shift to a contingent arrangement. Under such an arrangement, BLX would only be compensated upon a successful closing. Our proposed fee for these services is as follows:

- Debt Transaction:** \$1.00/\$1,000 Bond with a cap of \$250,000 and a floor of \$60,000
- Derivative Transaction:** The present value of .02% of the notional amount for each year the derivative is outstanding with a cap of \$200,000 and a floor of \$60,000

Contingent Fee Disclosures: Most forms of compensation for financial advisors have some sort of potential conflict of interest inherent in the payment arrangement. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to push to complete a financing or potential financing under terms that might be disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Under an hourly fee form of compensation, the advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described above.

The City may wish to consider a continuation of the hourly rates proposed for Phase I services for Phase II services. Should the City elect to do so, fees for Phase III services would be non-contingent.

Phase IV: Post-Issuance Services

Our fees for the services described in the corresponding section of our response to Section 2 are as follows:

A. Arbitrage Rebate Compliance Services (on a per bond issue basis)	
Annual Report Fee (per report)	\$2,000
B. Continuing Disclosure Services	
Electric System	\$11,000
Redevelopment	\$7,000
Water System	\$5,000
C. Derivative Monitoring Services	
Per Outstanding Derivative (swap)	\$2,500
D. SB 1029 Services	
Report Fee	\$1,000

Please note that we are open to other fee arrangements and would welcome any discussion with the City regarding our fee proposal.

E. ABILITY OF THE PROPOSER TO PERFORM

Provide a detailed description of the proposer and his/her/its qualifications, including names, titles, detailed professional resumes and past experience in similar work efforts/products of key personnel who will be working on the assignment. Provide a list of specific related work projects that have been completed by the proposer which are directly related to the assignment described in this RFP. Note the specific individuals who completed such project(s). Identify role and responsibility of each member of the project team. Include the amount of time key personnel will be involved in the respective portions of the assignment. Respondents are encouraged to supply relevant examples of their professional product. Provide a list of references.

The selected firm shall not subcontract any work under the RFP nor assign any work without the prior written consent of the City.

Firm Overview

BLX Group LLC, formerly known as Bond Logistix LLC, is a Municipal Securities Rulemaking Board and Securities Exchange Commission registered independent municipal advisory firm, specializing in serving governmental issuers and nonprofit entities. Our consulting services include financial advisory, interest rate swap advisory, along with federal tax and regulatory compliance services. We work with issuers on projects, both large and small, leveraging our experience, resources, and expertise to design the role that best fits each client's needs.

BLX was established in 1989 to undertake the mathematical, financial, and other technical aspects necessary to assist public and nonprofit agencies in complying with the arbitrage rebate regulations imposed by the Internal Revenue Service ("IRS"). Since that time, BLX has grown to become the largest provider of such services in the country, with 30 professional consultants and 12 support staff in 5 offices nationwide, strategically located in Dallas, Los Angeles, Phoenix, New York, and Tampa.

BLX has a tremendous amount of experience in providing services to all types of entities including states, counties, cities, transportation authorities, public utilities, special districts, nonprofit organizations, and more. BLX professionals assigned to its engagement with the City will have an average of 28 years of public finance experience. BLX is a wholly-owned subsidiary of Orrick, Herrington & Sutcliffe LLP ("Orrick"), the premier public finance law firm in the nation. Orrick has provided quality legal services to municipal issuers, underwriters, and trustees for more than 100 years and has been ranked first nationally as bond counsel for most of the last two decades (as reported in the Bond Buyer).

BLX has grown to become a full service advisory firm, offering a range of complementary services to public sector bond issuers and nonprofit entities. The professionals in each practice area are allocated to work primarily in their practice groups. However, our practice areas are designed to complement each other by providing expertise in the sometimes difficult to fill gaps commonly encountered in municipal finance. For example, our swaps group will often assist our financial advisory practice when the proposed debt strategy includes hedging variable rate interest rate risk with a floating-to-fixed rate swap. Similarly, our rebate group might streamline a swap-related engagement by sharing documentation previously supplied by the client, saving all parties time and effort. There are numerous other

circumstances where we can leverage these synergies for the benefit of our clients. In this regard, the evolution of our firm has been driven simply by the needs and priorities of our clients.

While smaller firms may have the expertise in their area of focus, their lack in size and overall experience not only limits synergies, but limits their flexibility in deploying resources and, importantly, limits their ability to develop the infrastructure necessary to efficiently and reliably deliver services. By being a full-service firm with a relatively larger client and services base, BLX has been able to make investments, in technology for example, that benefit multiple practice groups firm-wide. We continually invest in technology to enhance our clients' experience, minimize labor production costs passed on to them, and supplement our multi-tier review process with software-based quality controls: (a) BLX Digital, our team of 3 full-time engineers, partners with our 30 consultants to deliver accurate and efficiently produced reports. They have designed several proprietary platforms to assist our clients with bond and compliance related activities. Such platforms advocate transparency and include: BLXBid (secure investment bidding), BLXSwap (swap monitoring and GASB53/72 valuations), and internal platforms related to trust account data processing and extensive private use analyses. (b) We advocate transparency and provide complimentary access to the BLXPortal, a secure service that allows our clients to access detailed information about their rebate engagements, view rebate reports, review scheduled computations, and upload bond documents and investment records.

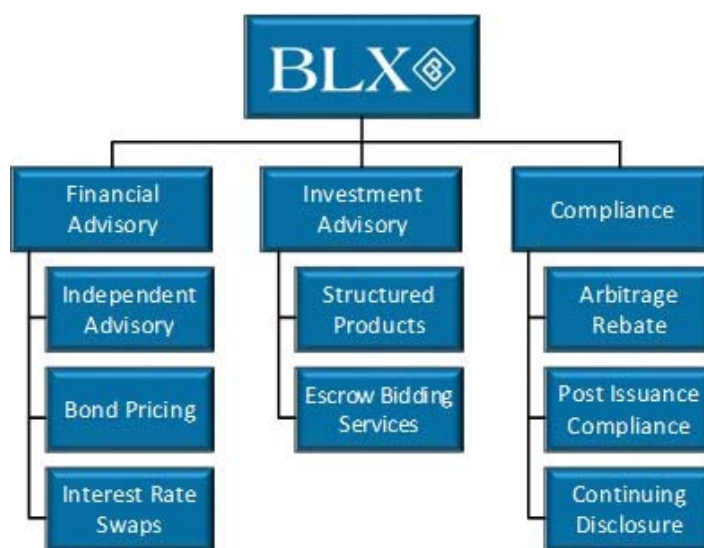
By demonstrating our ability to manage thousands of active engagements combined with our experiences in providing financial advisory and post-issuance compliance services, and developing web-based platforms, BLX is amply qualified to serve the City.

Since launching its advisory service practice, BLX and its professionals have advised on municipal debt offerings, escrow (re)structurings, structured investment products and derivative transactions with an aggregate par and notional amount in excess of \$60 billion across all sectors of public finance, including local agencies, public utilities, higher education, healthcare, and project finance.

As you are aware, BLX served as the City's financial advisor from 2002 through 2013 and again from 2017 through a portion of 2020. During such period, the City embarked on a number of complex financings that required the financial advisor to have a detail understanding of the City, its general fund, utility system, gas system, redevelopment plan and, most importantly an understanding of the City's primarily industrial constituents. BLX assisted the City with achieving those objectives, even during some of the City's most challenging periods of time such as the nation's financial crisis in 2008 and State's dissolution of the redevelopment agencies. BLX assisted the City with the financing of numerous assets of Light and Power and the former Redevelopment Agency, including the financing of the Malburg Generating Station, the financing and refinancing of the City's 15 year natural gas prepay transaction, the acquisition and sale of the City's Tehachapi wind land, the sale of the certain utility assets such as Malburg Generating Station and transmission assets, to name a few. In addition, in 2020 BLX assisted the City with the issuance of its 2020 Light and Power and Water System financings. BLX assisted the City in developing and evaluating financial forecasts for the utility, monitoring the City's IRS compliance (including arbitrage rebate and private-use) and SEC compliance requirements (such as continuing disclosure

requirements). BLX also performed investment advisory/portfolio management services for the City during this time period. However effective April 1, 2016 BLX no longer offers such services. Even during the period BLX did not serve as the City’s financial advisor, BLX has continually monitored the City’s financing activities.

BLX is also the largest and most widely experienced provider of post issuance compliance and regulatory services (i.e., arbitrage compliance services, continuing disclosure services, etc.) in the nation. We prepare about 3,400 arbitrage rebate reports annually and have in place the resources to address your current and future needs with no interruption to our procedures or strain on our consultants.



Financial Advisory Team

The Project Team that BLX will assign to the City consists of BLX’s most experienced and appropriately skilled professionals, including the firm’s president. All team members will be available on a full-time basis. Having provided the similar services proposed herein to public agencies across the country, including the City, these BLX professionals are widely considered to be among the nation’s leading experts in debt, tax, derivative, and secondary market disclosure matters relating to municipal bond financings.

We believe it is important to note that Mr. Underwood and Mr. Higgins have worked extensively on the City’s financing matters for over a decade and in this time have become intimately familiar with City’s outstanding debt and derivative portfolio, the City’s current standing with the rating agencies and investors, and ongoing tax, regulatory, and compliance efforts.

Personnel	Role	Time Involvement	Public Finance Experience
Jeff Higgins Managing Director	Co-Engagement Manager Co-Primary Contact Strategy and Analytics	≈ 35%	27 Years
Glenn Casterline Managing Director	Co-Engagement Manager Co-Primary Contact Strategy and Analytics	≈ 35%	28 Years
Craig Underwood President	Co-Engagement Manager Strategy	≈ 20%	31 Years
Eric Chu Managing Director	Strategy and Analytics Derivatives	≈ 10%	28 Years



JEFF HIGGINS
MANAGING DIRECTOR
 BLX Group LLC - Los Angeles
 (213) 612-2209
 jhiggins@blxgroup.com

Role
 Co-Lead Municipal Advisor
 Strategic Planning
 Financing Structure

- 27 Years Public Finance Experience
- Manages BLX's Municipal Continuing Disclosure practice
- Served as the City's financial advisor from 2002 to 2013 and 2017 to 2020
- Manages many of BLX's most sophisticated issuer's including Energy Northwest, Piedmont Municipal Power Agency, State of South Carolina, Regents of the University of California, State of Hawaii and its agencies, and the City and County of Honolulu

Education

- Arizona State University
 BS in Finance, 1992

FINRA Licenses

- Series 50, Municipal Advisor Rep, (2016 to Present)
- Series 54, Municipal Advisor Principal (2019 to Present)



GLENN R. CASTERLINE
MANAGING DIRECTOR
 BLX Group LLC - Los Angeles
 (213) 612-2229
 gcasterline@blxgroup.com

Role

Co-Lead Municipal Advisor
 Strategic Planning
 Financing Structure

- 28 Year Public Finance Experience
- Served as the City’s financial advisor from 2017 to 2020
- Experience includes financial advisory engagement with the Colburn School for Performing Arts, California Science Center Foundation, Performing Arts Center of Los Angeles County, Sanford Burnham Prebys Medical Discovery Institute, and the City of Oceanside
- Serves as Manager for many of BLX’s largest compliance engagements including the California State University System, City of Long Beach (CA), County of Riverside (CA), the City and County of Denver, and Denver International Airport

Education

- California State University, Fullerton
 BA in Business Administration, Finance, 1991

FINRA Licenses

- Series 50, Municipal Advisor Rep (2016 to Present)
- Series 54, Municipal Advisor Principal (2019 to Present)



ERIC CHU
MANAGING DIRECTOR
 BLX Group LLC - Los Angeles
 (213) 612-2136
 echu@blxgroup.com

Role

Co-Municipal Advisor
 Finance Structure
 Interest Rate Swap Advisor

- 28 Years Public Finance Experience
- Experience includes work on hundreds of interest rate swap and structured investment transactions and providing on-going monitoring and compliance services, including for GASB and FASB accounting rules. Clients have included Ithaca College, Master’s University, Francisco Airport Commission, Dignity Health, County of San Diego (CA), City of Riverside (CA), The Colburn School, Sanford Burnham Prebys Medical Discovery Institute
- Led the development of BLXSwap, a web-based swap monitoring platform, and BLXBid, a web-based market bidding platform

Education

- University of California, Los Angeles
 BS in Applied Mathematics & BA in Economics, 1991

FINRA Licenses

- Series 50, Municipal Advisor Rep (2016 to Present)
- Series 54, Municipal Advisor Principal (2019 to Present)

**CRAIG UNDERWOOD
PRESIDENT**

BLX Group LLC - Los Angeles
(213) 612-2463
cunderwood@blxgroup.com

Role

Co-Municipal Advisor
Strategic Planning
Financing Structure

- 31 Years Public Finance and related Experience
- Heads BLX's advisory service practice, overseeing the firm's debt, derivative, and capital market practices
- Experience includes financial/derivative/investment advisory services for governmental, nonprofit, and corporate entities; designing and implementing various compliance and administration engagements for tax compliance, municipal disclosure, tobacco securitizations and student housing management
- Served as the City's lead financial advisor from 2002 to 2013

Education

- Princeton University
BA in Politics, 1986

FINRA Licenses

- Series 50, Municipal Advisor Rep (2017 to Present)

Philosophy and Objective

As an independent and unbiased advisor, BLX's primary objective is to advocate for and educate our clients to structure their financings to achieve the lowest cost of capital at the terms best suited to their debt policies and strategic objectives. Our philosophy is to ensure all financing options are identified and reviewed for the borrower. Whenever possible, BLX aims to develop an ongoing relationship with its clients rather than a transaction based relationship. Our market knowledge and expertise provides us with the ability to negotiate the most attractive fees and terms with financing participants on behalf of our clients.

BLX's hands on expertise in the municipal bond trading and underwriting arena provides an insider knowledge base to advocate for the City and bring transparency to the pricing process. Our objective is to guide the City in balancing financing priorities with the current market and investor demand. BLX monitors the municipal market on a daily basis and can share market data on comparable transactions that will empower the City in selection of bond or note sale dates and bond pricing decisions. BLX has access to all the major market information sources such as Bloomberg, Thomson Reuters, Municipal Market Data (MMD), and EMMA to help the City make real time decisions that may impact the City's negotiated and competitive sales. BLX works closely with the underwriter to make sure decisions are made in best interest of the City and will provide an independent 3rd party fair market certification for negotiated sales.

BLX is an industry leader in tax compliance and related on-going post-issuance maintenance of tax-exempt financings and all of our practice areas complement one another by providing our clients with value added cross discipline expertise that has proven valuable, in particular

with respect to the analyzing the impact of swap transactions on arbitrage rebate and related tax analyses. Throughout our 28 year history, our mission has been to exclusively serve, and act on behalf of, our governmental and not-for-profit entity clients in areas where BLX can leverage its combination of extensive infrastructure, depth of resources, and professional expertise to provide best in class services.

Analytical Capabilities

The senior members of our proposed team, Mr. Higgins, Mr. Casterline, and Mr. Chu, head up our technical modeling and quantitative analysis for BLX's debt advisory and derivative advisory services. They are assisted by three to five consultants who work under their supervision to perform projects for our clients. Many of the projects require customized models to accommodate the specific idiosyncrasies of our clients' debt, investment and derivative strategies. Mr. Chu developed both of BLX's propriety applications for structured investment product bidding (BLXBid.com) and online swap monitoring and valuations (BLXSwap.com).

BLX utilizes MUNEX to size and structure bond issues, perform advance refunding calculations, analyze the cost effectiveness of credit enhancement, confirm and validate the true interest costs on competitive bids and to provide transaction schedules to our clients. In addition to MUNEX, BLX routinely develops customized financial models to address the specific information and financing strategy needs of its clients. Given BLX's technical expertise in complex transactions, our staff is uniquely oriented toward creating specialized financial models for our clients.

BLX possesses particular expertise and experience in complex transaction modeling and investment product pricing. BLX utilizes a myriad of industry leading quantitative tools and market sources that help provide our clients superior pricing transparency. Our purpose-built modeling software programs, and in-house developed Excel models allow us the flexibility to price and execute even the most complex transactions.

References

Below we have provided a brief list of references you may wish to contact. In addition to the views of these references, BLX has had a long history working with the City including the current City Administrator and Finance Director. Perhaps of greater value than any recommendation of our services that you may receive from a third party, you may wish to discuss the quality, value, and commitment of BLX to the City with those individuals.

The California Science Center Foundation

Cynthia Pygin, Chief Financial Officer
700 Exposition Park Drive, Los Angeles, CA 90037
(323) 724-3623
cpygin@cscmail.org

Performing Arts Center of Los Angeles County

William Taylor, Senior Vice President Chief Financial Officer
135 North Grand Avenue, Los Angeles, CA 90012
(213) 972-7512
wtaylor@musiccenter.org

The Colburn School of Performing Arts

Sel Kardan, President and Chief Executive Officer
200 S. Grand Avenue, Los Angeles, CA 90012
(213) 621-1003
skardan@colburnschool.edu

Subcontractor

BLX will not be subcontracting any of the proposed Financial Advisory work.

F. AFFIDAVIT OF NON-COLLUSION

Proposer must submit a completed and signed, “Affidavit of Non-Collusion.”

See Exhibit B.

EXHIBIT A

CONFLICT DISCLAIMERS AND DISCLOSURES

General

The City is aware that BLX is a subsidiary of Orrick. BLX and/or Orrick may have client relationships with other parties involved in some manner with the City or the proposed financing transaction (for example, underwriters, purchasers, counterparties, trustees, rating agencies, insurers, credit providers, lenders, contractors, developers, advisors, investment advisors/providers/brokers, public entities and others) whether with respect to the City or some unrelated matter(s). Those participants are and will not be clients of BLX with respect to the financing transactions that are the subject of this engagement.

BLX and Orrick have been part of the City's financing team for past financings, and can work together when we are both serving the City's interests. However, a potential conflict of interest may arise if Orrick is engaged to provide legal services to other financing team participants.

However, to the extent that, because of any other relationship between Orrick or BLX and other participants, there may appear to be or is any conflict of interest, actual or potential, with respect to the City's engagement of BLX, absent notification by the City to the contrary, the City is hereby deemed to waive any such conflict and consents to any such other relationship. BLX will notify the City of any potential conflicts.

BLX has taken the following steps to identify and address potential conflicts of interest that may impact its ability to fulfill its duties to the City under this engagement.

- BLX will not participate in the City's process in selecting legal counsel in connection with any financings.
- BLX has provided "historical continuing disclosure compliance" services for underwriters in connection with the underwriters' obligation to review an issuer's S.E.C. Rule 15c2-12 compliance over the past five (5) years. Such service entails reviewing continuing disclosure filings made by the issuers. Such reports are factual representations of an issuer's compliance. BLX will inform the City of any underwriters that have retained BLX for these services prior to any selection of an underwriter for the proposed transaction.
- Potential financing structures may include Wells Fargo or US Bank serving as underwriter or as purchaser of the obligations via a direct purchase. BLX is currently engaged by Wells Fargo and US Bank to perform arbitrage rebate compliance services in connection with outstanding obligations issued by certain public or not-for-profit agencies that engaged the banks to serve as trustee. BLX's scope of services relating to its engagement with Wells Fargo and US Bank is independent of the services described herein and will not conflict with BLX's engagement with the City.

Other Municipal Advisor Relationships

BLX serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another BLX client. For example, BLX serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to City. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, BLX could potentially face a conflict of interest arising from these competing client interests. BLX fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with City.

If BLX becomes aware of any additional potential or actual conflict of interest after this disclosure, BLX will disclose the detailed information in writing to the City in a timely manner.

Legal or Disciplinary Events

BLX does not have any legal events or disciplinary history on BLX's Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The City may electronically access BLX's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website using CIK 0001610628 in the fast search field: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against BLX, BLX will provide complete disclosure to the City in detail allowing the City to evaluate BLX, its management and personnel.

Municipal Securities Rulemaking Board Rule G-10 Disclosure

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- BLX is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, the City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

EXHIBIT B

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

JEFF HIGGINS, being first duly sworn deposes

and says that he/she is MANAGING DIRECTOR

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of BLX GROUP LLC

(Insert name of bidder)

who submits herewith to the City of Vernon a bid/proposal;

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such bid/proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Vernon, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of bids/proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his/her bid/proposal;
c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid/proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his/her bid/proposal price, or of that of anyone else;
d. Did not, directly or indirectly, submit his/her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Vernon, or to any person or persons who have a partnership or other financial interest with said bidder in his/her business.

I certify under penalty of perjury that the above information is correct

By: [Signature] Title: MANAGING DIRECTOR

Date: 9/8/2020

EXHIBIT B
SCHEDULE

D. FEES AND COSTS

Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer’s most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect “not to exceed” amounts per item.

Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer.

BLX does not structure its fees for advisory services based on any set formula or approach. We have provided similar services to those contemplated by the City on (i) a fixed fee basis; (ii) an hourly basis; and (iii) a percentage of transaction-size basis.

The most important factor in determining an appropriate fee structure is the City’s comfort that our fee is appropriate for the work and value provided and consistent with “the market”. Therefore, while we have proposed a fee schedule as shown below, we are amendable to negotiate alternative fee structures that may be deemed more acceptable by the City.

Our proposed fee structure is segmented in a manner consistent with our response to Section B – General Scope of Work.

Phases I & II: Ongoing General & Pre-Issuance Transactional Services

As the depth and amount of the services required in this phase are difficult to approximate, we believe these services are fairly compensated by an hourly billing arrangement. Our proposed hourly fees are as follows:

<u>Title</u>	<u>Hourly Rate</u>
President	\$500
Managing Director	\$450

Alternatively, we would be open to negotiating a flat annual retainer for these services. Such an arrangement might provide greater value for the City in that it would provide a cap. In order to determine an appropriate level for such a cap, we would need to first discuss with the City what various projects and tasks it forecasts over the next 12 months.

Phase III: Transactional Services

Once the City has elected to pursue a specific financing, our fee for services in connection with such a financing would then shift to a contingent arrangement. Under such an arrangement, BLX would only be compensated upon a successful closing. Our proposed fee for these services is as follows:

- Debt Transaction:** \$1.00/\$1,000 Bond with a cap of \$250,000 and a floor of \$60,000
- Derivative Transaction:** The present value of .02% of the notional amount for each year the derivative is outstanding with a cap of \$200,000 and a floor of \$60,000

Contingent Fee Disclosures: Most forms of compensation for financial advisors have some sort of potential conflict of interest inherent in the payment arrangement. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to push to complete a financing or potential financing under terms that might be disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Under an hourly fee form of compensation, the advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described above.

The City may wish to consider a continuation of the hourly rates proposed for Phase I services for Phase II services. Should the City elect to do so, fees for Phase III services would be non-contingent.

Phase IV: Post-Issuance Services

Our fees for the services described in the corresponding section of our response to Section 2 are as follows:

A. Arbitrage Rebate Compliance Services (on a per bond issue basis)	
Annual Report Fee (per report)	\$2,000
B. Continuing Disclosure Services	
Electric System	\$11,000
Redevelopment	\$7,000
Water System	\$5,000
C. Derivative Monitoring Services	
Per Outstanding Derivative (swap)	\$2,500
D. SB 1029 Services	
Report Fee	\$1,000

Please note that we are open to other fee arrangements and would welcome any discussion with the City regarding our fee proposal.

EXHIBIT C

LIVING WAGE PROVISIONS

Minimum Living Wages:

A requirement that Employers pay qualifying employees a wage of no less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits.

Paid and Unpaid Days Off:

Employers provide qualifying employees at least twelve compensated days off per year for sick leave, vacation, or personal necessity, and an additional ten days a year of uncompensated time for sick leave.

No Retaliation:

A prohibition on employer retaliation against employees complaining to the City with regard to the employer's compliance with the living wage ordinance. Employees may bring an action in Superior Court against an employer for back pay, treble damages for willful violations, and attorney's fees, or to compel City officials to terminate the service contract of violating employers.

EXHIBIT D
EQUAL EMPLOYMENT OPPORTUNITY
PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, 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, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

City Council Agenda Item Report

Agenda Item No. COV-367-2020

Submitted by: Scott Williams

Submitting Department: Finance/Treasury

Meeting Date: November 17, 2020

SUBJECT

Software as a Service Agreement with Tyler Technologies for a Citywide Enterprise Resource Planning (ERP) Software System, Hosting, Implementation, and Support

Recommendation:

Approve the Software as a Service Agreement with Tyler Technologies, Inc., in substantially the same form as submitted, for the purpose of an upgrade from the current Tyler ERP system (Eden) to a comprehensive ERP software system, which would include modules for Munis, EnerGov, Digital Health Department (DHD), and the Munis Utility Billing Customer Information System (CIS), with funds reserved for a project management consultant in an amount not-to-exceed \$3,439,726 for a three (3) year term.

Background:

In 2019, Public Works issued an Request for Proposals (RFP) for a Land Use, Permit and Inspection Tracking System. As one of the top proposers, Tyler Technologies, Inc. (Tyler) was invited to provide a software demonstration. During that demonstration, Tyler underscored the benefits of having an integrated system and established how EnerGov was the best qualified product to meet the needs specified in the RFP. Rather than procure the singular functionality offered with EnerGov without assessing its integration capabilities in greater detail, staff began to evaluate a "big picture" solution. Since, City Management staff has worked collaboratively to identify a solution that would meet specific departmental needs while upholding a path to a true and reliable integration of systems, resulting in a fully-functional Citywide ERP. A Software as a Service Agreement with Tyler is now being recommended for approval to accomplish the goal of an updated, cloud-based, comprehensive ERP software system which will include: Munis, EnerGov, Digital Health Department (DHD), and the Munis Utility Billing Customer Information System (CIS).

As an incentive to the City, Tyler offered to honor the City's current licenses for its Eden modules and a unique opportunity to upgrade to the Munis system in lieu of a new purchase. The City has a long-standing relationship with Tyler, having used the current Eden ERP software since 2006. However, the Eden ERP is already at its end-of-useful-life stage, which may cause data security issues. The City's existing software is supported by only 35 representatives nationwide, which causes delays in resolving system errors. Tyler's Munis ERP solution integrates core financial applications seamlessly by eliminating duplicate data entry, streamlining processes, and reducing the need for paper forms.

In order to position the City to leverage a fully integrated system, Tyler also presented Munis Utility Billing CIS as a solution for electric, gas, and water operations that would reduce duplication of labor and data. Tyler is the sole-source provider of a utility billing software that integrates with the Munis ERP. Likewise, Tyler Digital Health Department (DHD) is the only option for the Health Department that is fully integrated with Munis. Tyler Technologies' proprietary access to the database would simplify the conversion process from Eden to Munis and minimize costs for the City.

Furthermore, there are savings and benefits in utilizing a hosted (cloud based) Tyler Munis ERP. Tyler would perform all maintenance, updates, backups, and system server security which would reduce the City's overtime, maintenance, and hardware costs. Information stored in Tyler's data centers has secure data transmission, fully-redundant telecommunications access, and electrical power. Tyler conducts annual penetration testing and maintains industry standard intrusion detection and prevention systems to monitor and block malicious activity and protect its clients' information.

Pursuant to Vernon Municipal Code (VMC) §2.17.12(A)(5), this type of purchase is exempt from competitive bidding through piggybacking, stating that competitive bidding shall not be required for contracts with other public agencies, associations or when supplies, equipment or services can be purchased from a vendor offering the same prices, terms and conditions as in a previous award from the City or another public agency either by competitive bid or through a negotiated process. It is in the opinion of the Finance Director that it is to the advantage of the City to proceed with the proposed purchase in this manner. As such, the purchase is also exempt from the competitive selection pursuant to VMC §2.17.12(B)(1).

The City of Vernon is a member of a Joint Powers Authority known as Sourcewell, formerly known as NJPA. Sourcewell's analysts streamline the procurement process by developing requests for proposals that meet or exceed the purchasing requirements set forth by numerous local agencies, including the City of Vernon. Sourcewell holds hundreds of competitively solicited cooperative contracts ready for use. In particular, Sourcewell Contract 110515-IT (Contract) gives access and special pricing for 10% discount on license fees. However, Tyler has offered to honor the current license fees paid by the City which results in a greater discount. It should also be noted that the three-year maximum agreement per the City's municipal code may be considered commercially unreasonable, since implementation and deployment will span up to three years. Therefore, an amendment to this Agreement would be presented to the Council at the end of its three-year term.

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

Fiscal Impact:

The total cost of this implementation is estimated not-to-exceed \$3,439,726. This sum incorporates \$373,203 in recurring annual fees, \$1,934,820 in one-time implementation fees, \$819,000 reserved for three years of project management consulting to aid in the implementation, and \$312,703 as a contingency reserve. City staff will return to City Council for approval of a project management consulting agreement prior to formal kickoff of the project.

The 2020/2021 Information Technology department approved budget includes \$900,000 for EnerGov. Additionally, Vernon was awarded \$160,000 by the State of California to help with the cost of a new permit system. There are sufficient funds available to cover the remaining \$2,379,726 in capital requirements necessary to complete this upgrade.

Attachments:

1. [Software as a Service Agreement with Tyler Technologies, Inc.](#)



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. ("Tyler") and the City of Vernon, California ("Client").

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 20131.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, pursuant to Vernon Municipal Code (VMC) §2.17.12(A)(5), this type of purchase is exempt from competitive bidding as a piggyback contract, stating "(A) Competitive bidding shall not be required for the following: [...] (5) Contracts (a) with other public agencies, associations or when supplies, equipment or services can be purchased from a vendor offering the same prices, terms and conditions as in a previous award from the City or another public agency either by competitive bid or through a negotiated process and, in the opinion of the Finance Director, it is to the advantage of the City to do so." As such the purchase is also exempt from the competitive selection pursuant to VMC §2.17.12(B)(1).

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Tyler Munis and EnerGov software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Vernon, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future



functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.

- **“Defined Users”** means the number of concurrent users (Munis) and named users (EnerGov and DHD) that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A, Schedule 2 (Munis), Schedule 3 (EnerGov) and Schedule 4 (DHD).
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom

modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.

- “we”, “us”, “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

SECTION B – LICENSE GRANT AND SAAS SERVICES

1. Rights Granted.

1.1 We grant to you a license to use the Tyler Software, if and listed in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

1.2 We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA or, for DHD modules set forth in Exhibit A, Schedule 4, the Annual Support and Hosting Statement of Work (the “Support SOW”) attached hereto as Exhibit G. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9) or the Support SOW, as applicable.

2. Fees. You agree to pay us the license fees and SaaS Fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations;

(b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in either the Support SOW or Section C(9), below. For maintenance and support services provided pursuant to Section C(9), the SLA and our then current Support Call Process will also apply.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security

protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

7. License Rights Terminate Upon Migration. When Tyler makes Tyler Software discounted 100% in the Investment Summary (the “Evergreen Modules”) licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, “Migration Modules”) terminates, as do Tyler’s maintenance, support, and/or update obligations for such software.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you

the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols, City Hall operating hours and/or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For the Tyler Software set forth in Exhibit A Schedules 1 and 2, for so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to

any applicable release life cycle policy);

9.2 provide telephone support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, to the extent permitted by Client's municipal code and/or as approved by the Vernon City Council, this Agreement may be renewed by written amendment to this Agreement at our then-current SaaS Fees. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 **Fees for Termination without Cause during Initial Term.** If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 5% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation

infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR**

FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute under this Agreement. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-

binding mediation in an effort to resolve the dispute, with each party bearing their own costs. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings,

and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar

applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Client Trademarks. For clients licensing DHD Tyler Software only:
 - a. During the Term, Client hereby grants Tyler a nonexclusive, paid-up, nontransferable right to use Client's trademarks, trade names, service marks, logos, trade dress, trade name, or other indicia of sources or origin of Client ("Client Marks") for purposes of providing the SaaS Services pursuant to the Agreement. The Client Marks are and will remain the exclusive property of Client and this Agreement gives Tyler no rights therein except for a limited license to reproduce the Client Marks for the sole purpose of allowing Tyler to provide services pursuant to the terms of this Agreement and as otherwise contemplated by this Agreement. All goodwill associated with the Client Marks will inure to the benefit of Client.
 - b. Client warrants that Client Marks and Data furnished by Client to Tyler will not infringe or misappropriate any patent, copyright, trademark, or other proprietary right of any third party. To the extent necessary to provide the SaaS Services, Client represents and warrants that it will provide all access to and information about Client Marks and Data in a timely manner. Client represents and warrants that (a) it has all rights necessary and appropriate to allow Tyler and its contractors to access and use the Client Marks and Data, and (b) it will not take or allow to be taken and action that would result in any harmful code or materials to be provided or submitted to Tyler.

23. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
 - Schedule 1: Migration Modules
 - Schedule 2: Munis Investment Summary
 - Schedule 3: EnerGov Investment Summary
 - Schedule 4: DHD Investment Summary
- Exhibit B Invoicing and Payment Policy
 - Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
 - Schedule 1: Support Call Process
- Exhibit D Third Party Terms
 - Schedule 1: DocOrigin End User License Agreement
 - Schedule 2: MyGovPay/VirtualPay and IVR
- Exhibit E Statement of Work
- Exhibit F Modifications
- Exhibit G Annual Support and Hosting Statement of Work (DHD Only)

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Vernon, California

By: _____

By: _____

Name: _____

Name: Carlos Fandino

Title: _____

Title: City Administrator

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Vernon
4305 S. Santa Fe Avenue
Vernon, CA 90058
Attention: Finance Director

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
Interim City Attorney





Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Exhibit A
Schedule 1
Migration Modules

Accounts Receivable Support
Contract Management Support
Fixed Assets Support
GL/AP/PG Support
GASB Support
Inventory Support
Payroll Support
Project Accounting Support
State Package Support
Tyler Output Processing Support
Applicant Tracking Support
Code Enforcement Support
Applicant Tracking Support Web
Human Resources Support
LaserFiche interface Support
Accounts Payable Support Web
Tyler Payments - Hosting Fee
Accounts Receivable Support Web
Business Licensing Support
Licensing Support Web
Parcel Manager Support
Bid & Quote Support
Permits & Inspections Support
Tyler Cashiering Support
Bid & Quote Support Web
Contract Management Support Web
CAFR Statement Builder Upgrade Support



Quoted By: Jason Cloutier
 Date: 10/14/2020
 Quote Expiration: 7/26/2020
 Quote Name: City of Vernon-ERP-Munis
 Quote Number: 2020-101542-3
 Quote Description: Munis Tyler Hosted (Updated 10/14/2020)

Sales Quotation For

City of Vernon
 4305 S Santa Fe Ave
 Vernon, CA 90058-1714
 Phone +1 (323) 583-8811

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
Productivity:				
Munis Analytics & Reporting	\$30,256.00	3.0	\$90,768.00	104
Additional:				
Accounting/GL	\$34,676.00	3.0	\$104,028.00	0
Accounts Payable	\$10,278.00	3.0	\$30,834.00	0
Budgeting	\$10,278.00	3.0	\$30,834.00	0
Capital Assets	\$9,893.00	3.0	\$29,679.00	0
Cash Management	\$7,121.00	3.0	\$21,363.00	0
Contract Management	\$4,446.00	3.0	\$13,338.00	0
Inventory	\$9,893.00	3.0	\$29,679.00	0
Project and Grant Accounting	\$7,151.00	3.0	\$21,453.00	0
Purchasing	\$17,259.00	3.0	\$51,777.00	0
ExecuTime Time & Attendance	\$6,782.00	3.0	\$20,346.00	0
ExecuTime Time & Attendance Mobile Access	\$1,798.00	3.0	\$5,394.00	0
Human Resource and Talent Management	\$3,835.00	3.0	\$11,505.00	0
Payroll w/ESS	\$4,738.00	3.0	\$14,214.00	0
Accounts Receivable	\$8,595.00	3.0	\$25,785.00	0
General Billing	\$4,730.00	3.0	\$14,190.00	0

Tyler Cashiering	\$12,910.00	3.0	\$38,730.00	0
Tyler Ready Forms Processing	\$8,017.00	3.0	\$24,051.00	0
Tyler Content Manager SE	\$12,512.00	3.0	\$37,536.00	0
eProcurement	\$6,782.00	3.0	\$20,346.00	0
UB Interface	\$1,836.00	3.0	\$5,508.00	0
Utility Billing CIS	\$8,341.00	3.0	\$25,023.00	0
IVR Gateway	\$4,663.00	3.0	\$13,989.00	0
Citizen Self Service	\$10,440.00	3.0	\$31,320.00	0
TOTAL:	\$237,230.00		\$711,690.00	104

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Financials:

Accounting/GL	\$119,655.00	256	\$44,800.00	\$20,000.00	\$184,455.00	\$0.00
Accounts Payable	\$35,467.00	72	\$12,600.00	\$0.00	\$48,067.00	\$0.00
Budgeting	\$35,467.00	96	\$16,800.00	\$0.00	\$52,267.00	\$0.00
Capital Assets	\$34,139.00	112	\$19,600.00	\$0.00	\$53,739.00	\$0.00
Cash Management	\$24,573.00	72	\$12,600.00	\$0.00	\$37,173.00	\$0.00
Contract Management	\$15,346.00	56	\$9,800.00	\$0.00	\$25,146.00	\$0.00
Inventory	\$34,139.00	112	\$19,600.00	\$0.00	\$53,739.00	\$0.00
Project & Grant Accounting	\$24,676.00	88	\$15,400.00	\$0.00	\$40,076.00	\$0.00
Purchasing	\$59,553.00	256	\$44,800.00	\$0.00	\$104,353.00	\$0.00

Human Capital Management:

ExecuTime Time & Attendance (350)	\$21,065.00	128	\$22,400.00	\$0.00	\$43,465.00	\$0.00
ExecuTime Time & Attendance Mobile Access	\$5,585.00	0	\$0.00	\$0.00	\$5,585.00	\$0.00
Human Resources & Talent Management	\$13,231.00	88	\$15,400.00	\$7,000.00	\$35,631.00	\$0.00
Payroll w/ESS	\$16,351.00	168	\$29,400.00	\$11,800.00	\$57,551.00	\$0.00

Revenue:

Accounts Receivable	\$29,663.00	168	\$29,400.00	\$0.00	\$59,063.00	\$0.00
General Billing	\$16,322.00	96	\$16,800.00	\$11,200.00	\$44,322.00	\$0.00
Tyler Cashiering	\$44,552.00	72	\$12,600.00	\$0.00	\$57,152.00	\$0.00
UB Interface	\$5,102.00	24	\$4,200.00	\$0.00	\$9,302.00	\$0.00
Utility Billing CIS	\$15,811.00	472	\$82,600.00	\$27,200.00	\$125,611.00	\$0.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Productivity:						
Tyler ReadyForms Processing (including Common Form Set)	\$24,900.00	0	\$0.00	\$0.00	\$24,900.00	\$0.00
Tyler Content Manager SE	\$43,180.00	64	\$11,200.00	\$0.00	\$54,380.00	\$0.00
IVR Gateway	\$12,954.00	48	\$8,400.00	\$0.00	\$21,354.00	\$0.00
eProcurement	\$23,407.00	56	\$9,800.00	\$0.00	\$33,207.00	\$0.00
Citizen Self Service	\$29,663.00	96	\$16,800.00	\$0.00	\$46,463.00	\$0.00
Sub-Total:	\$684,801.00		\$455,000.00	\$77,200.00	\$1,217,001.00	\$0.00
<i>Less Discount:</i>	<i>\$478,561.00</i>		<i>\$0.00</i>	<i>\$38,600.00</i>	<i>\$517,161.00</i>	<i>\$0.00</i>
TOTAL:	\$206,240.00	2600	\$455,000.00	\$38,600.00	\$699,840.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Modification: Time of use electric billing - July 2022 Release (Version 2022.2)	1	\$60,000.00	\$0.00	\$60,000.00
Modification: KVAR billing calculation -- July 2022 Release (Version 2022.2)	1	\$10,000.00	\$0.00	\$10,000.00
Munis Executive Insights Implementation	1	\$10,500.00	\$0.00	\$10,500.00
Project Management	336	\$175.00	\$0.00	\$58,800.00
Tyler ReadyForms Processing Configuration	1	\$3,000.00	\$0.00	\$3,000.00
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
TOTAL:				\$146,300.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$1,650.00</i>			<i>\$0.00</i>
TOTAL:				\$1,650.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$206,240.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$237,230.00
Total Tyler Services	\$639,900.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$1,650.00	\$0.00
Summary Total	\$847,790.00	\$237,230.00
Contract Total (Excluding Estimated Travel Expenses)	\$1,559,480.00	
Estimated Travel Expenses	\$156,180.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$2,000.00	\$1,000.00	\$1,000.00
Accounting - Budgets up to 3 years	\$2,000.00	\$1,000.00	\$1,000.00
Accounting Standard COA	\$3,000.00	\$1,500.00	\$1,500.00
Accounts Payable - Checks up to 5 years	\$4,500.00	\$2,250.00	\$2,250.00
Accounts Payable - Invoice up to 5 years	\$5,500.00	\$2,750.00	\$2,750.00
Accounts Payable Standard Master	\$3,000.00	\$1,500.00	\$1,500.00
General Billing - Bills up to 5 years	\$5,000.00	\$2,500.00	\$2,500.00
General Billing - Recurring Invoices	\$4,000.00	\$2,000.00	\$2,000.00
General Billing Std CID	\$2,200.00	\$1,100.00	\$1,100.00
Human Resources - Certifications	\$1,400.00	\$700.00	\$700.00
Human Resources - Education	\$1,400.00	\$700.00	\$700.00
Human Resources - PM Action History up to 5 years	\$1,400.00	\$700.00	\$700.00
Human Resources - Position Control	\$1,400.00	\$700.00	\$700.00
Human Resources - Recruiting	\$1,400.00	\$700.00	\$700.00
Payroll - Accrual Balances	\$1,500.00	\$750.00	\$750.00
Payroll - Accumulators up to 5 years	\$1,400.00	\$700.00	\$700.00
Payroll - Check History up to 5 years	\$1,200.00	\$600.00	\$600.00
Payroll - Deductions	\$1,800.00	\$900.00	\$900.00
Payroll - Earning/Deduction Hist up to 5 years	\$2,500.00	\$1,250.00	\$1,250.00
Payroll - Standard	\$2,000.00	\$1,000.00	\$1,000.00
Payroll - State Retirement Tables	\$1,400.00	\$700.00	\$700.00
Utility Billing - Assessments	\$1,200.00	\$600.00	\$600.00
Utility Billing - Backflow	\$1,200.00	\$600.00	\$600.00
Utility Billing - Balance Forward AR	\$5,600.00	\$2,800.00	\$2,800.00
Utility Billing - Budget Billing	\$3,600.00	\$1,800.00	\$1,800.00
Utility Billing - Consumption History up to 5 years	\$2,000.00	\$1,000.00	\$1,000.00
Utility Billing - Flat Inventory/Containers	\$3,600.00	\$1,800.00	\$1,800.00
Utility Billing - Service Orders	\$2,300.00	\$1,150.00	\$1,150.00
Utility Billing - Services	\$3,600.00	\$1,800.00	\$1,800.00
Utility Billing - Standard	\$4,100.00	\$2,050.00	\$2,050.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
TOTAL:			\$38,600.00

Optional SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
Additional:				
Socrata Open Finance	\$28,000.00	3.0	\$84,000.00	0
Tyler Detect	\$37,000.00	3.0	\$111,000.00	0
TOTAL:	\$65,000.00		\$195,000.00	0

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Install Fee - Socrata Open Finance	1	\$7,000.00	\$0.00	\$7,000.00
Install Fee - Tyler Detect	1	\$1,000.00	\$0.00	\$1,000.00
TOTAL:				\$8,000.00

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	1	\$260.00	\$0.00	\$260.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1950GSR	1	\$450.00	\$0.00	\$450.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	1	\$30.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	1	\$62.00	\$0.00	\$62.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	1	\$1,623.00	\$0.00	\$1,623.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			\$0.00	\$2,425.00			\$0.00
TOTAL:				\$2,425.00			\$0.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL	\$119,655.00	\$119,655.00	\$0.00	\$0.00	\$0.00	\$0.00
Accounts Payable	\$35,467.00	\$35,467.00	\$0.00	\$0.00	\$0.00	\$0.00
Budgeting	\$35,467.00	\$35,467.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Assets	\$34,139.00	\$34,139.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Management	\$24,573.00	\$0.00	\$24,573.00	\$0.00	\$0.00	\$0.00
Contract Management	\$15,346.00	\$15,346.00	\$0.00	\$0.00	\$0.00	\$0.00
Inventory	\$34,139.00	\$34,139.00	\$0.00	\$0.00	\$0.00	\$0.00
Project & Grant Accounting	\$24,676.00	\$24,676.00	\$0.00	\$0.00	\$0.00	\$0.00
Purchasing	\$59,553.00	\$59,553.00	\$0.00	\$0.00	\$0.00	\$0.00
Payroll/HR:						
ExecuTime Time & Attendance (350)	\$21,065.00	\$0.00	\$21,065.00	\$0.00	\$0.00	\$0.00
ExecuTime Time & Attendance Mobile Access	\$5,585.00	\$0.00	\$5,585.00	\$0.00	\$0.00	\$0.00
Human Resources & Talent Management	\$13,231.00	\$13,231.00	\$0.00	\$0.00	\$0.00	\$0.00
Payroll w/ESS	\$16,351.00	\$16,351.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue:						
Accounts Receivable	\$29,663.00	\$29,663.00	\$0.00	\$0.00	\$0.00	\$0.00
General Billing	\$16,322.00	\$16,322.00	\$0.00	\$0.00	\$0.00	\$0.00
Tyler Cashiering	\$44,552.00	\$44,552.00	\$0.00	\$0.00	\$0.00	\$0.00
UB Interface	\$5,102.00	\$0.00	\$5,102.00	\$0.00	\$0.00	\$0.00
Utility Billing CIS	\$15,811.00	\$0.00	\$15,811.00	\$0.00	\$0.00	\$0.00
Productivity:						
Citizen Self Service	\$29,663.00	\$0.00	\$29,663.00	\$0.00	\$0.00	\$0.00
eProcurement	\$23,407.00	\$0.00	\$23,407.00	\$0.00	\$0.00	\$0.00
IVR Gateway	\$12,954.00	\$0.00	\$12,954.00	\$0.00	\$0.00	\$0.00
Tyler Content Manager SE	\$43,180.00	\$0.00	\$43,180.00	\$0.00	\$0.00	\$0.00
Tyler ReadyForms Processing (including Common Form Set)	\$24,900.00	\$0.00	\$24,900.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$684,801.00	\$478,561.00	\$206,240.00	\$0.00	\$0.00	\$0.00

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

The Tyler Software Product Tyler ReadyForms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Comments

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

The Munis SaaS fees are based on 175 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.



Quoted By: Christina Young
 Date: 10/13/2020
 Quote Expiration: 12/31/2020
 Quote Name: Vernon-ERP-EnerGov
 Quote Number: 2019-95055-2
 Quote Description: EnerGov - Full Suite - SaaS

Sales Quotation For

City of Vernon
 4305 S Santa Fe Ave
 Vernon, CA 90058-1714
 Phone +1 (323) 583-8811

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion
Additional:					
Tyler 311/Incident Management - Software	3.0	\$17,600.00	0	\$0.00	\$0.00
EnerGov Community Development Suite (15) - Software	3.0	\$18,000.00	0	\$0.00	\$0.00
EnerGov Citizen Self Service - Business Management - Software	3.0	\$14,000.00	0	\$0.00	\$0.00
EnerGov Citizen Self Service - Community Development - Software	3.0	\$14,000.00	0	\$0.00	\$0.00
EnerGov e-Reviews - Software	3.0	\$21,600.00	0	\$0.00	\$0.00
Tyler GIS (30) - Software	3.0	\$6,000.00	0	\$0.00	\$0.00
EnerGov iG Workforce Apps (15) - Software	3.0	\$6,000.00	0	\$0.00	\$0.00
EnerGov Report Toolkit - Software	3.0	\$2,000.00	0	\$0.00	\$0.00
EnerGov Business Management Suite (5) - Software	3.0	\$6,000.00	0	\$0.00	\$0.00
EnerGov Content Management API - Software	3.0	\$3,200.00	0	\$0.00	\$0.00
EnerGovAdv Server Extensions Bundle - Software	3.0	\$6,400.00	0	\$0.00	\$0.00
TOTAL:		\$114,800.00	0	\$0.00	\$0.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Additional:

2019-95055-2 - EnerGov - Full Suite - SaaS

CONFIDENTIAL

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
EnerGovAdv Server Extensions Bundle	\$16,000.00	176	\$30,800.00	\$0.00	\$46,800.00	\$0.00
EnerGov Business Management Suite (5)	\$15,000.00	508	\$88,900.00	\$15,275.00	\$119,175.00	\$0.00
EnerGov Citizen Self Service - Business Management	\$35,000.00	48	\$8,400.00	\$0.00	\$43,400.00	\$0.00
EnerGov Citizen Self Service - Community Development	\$35,000.00	48	\$8,400.00	\$0.00	\$43,400.00	\$0.00
EnerGov Community Development Suite (15)	\$45,000.00	1280	\$224,000.00	\$34,075.00	\$303,075.00	\$0.00
EnerGov Content Management API	\$8,000.00	100	\$17,500.00	\$0.00	\$25,500.00	\$0.00
EnerGov e-Reviews	\$54,000.00	152	\$26,600.00	\$0.00	\$80,600.00	\$0.00
EnerGov iG Workforce Apps (15)	\$15,000.00	40	\$7,000.00	\$0.00	\$22,000.00	\$0.00
EnerGov Report Toolkit	\$5,000.00	0	\$0.00	\$0.00	\$5,000.00	\$0.00
Tyler 311/Incident Management	\$44,000.00	110	\$19,250.00	\$0.00	\$63,250.00	\$0.00
Tyler GIS (30)	\$15,000.00	0	\$0.00	\$0.00	\$15,000.00	\$0.00
Sub-Total:	\$287,000.00		\$430,850.00	\$49,350.00	\$767,200.00	\$0.00
<i>Less Discount:</i>	<i>\$39,300.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$39,300.00</i>	<i>\$0.00</i>
TOTAL:	\$247,700.00	2462	\$430,850.00	\$49,350.00	\$727,900.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Business Management Forms Library (6 Forms)	1	\$10,200.00	\$0.00	\$10,200.00
EnerGov Community Development Forms Library (5 Forms)	1	\$10,200.00	\$0.00	\$10,200.00
Project Management	304	\$175.00	\$0.00	\$53,200.00
TOTAL:				\$73,600.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$247,700.00	\$0.00
Total SaaS	\$0.00	\$114,800.00
Total Tyler Services	\$553,800.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$801,500.00	\$114,800.00
Contract Total	\$1,145,900.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Business Management	\$15,275.00	\$0.00	\$15,275.00
EnerGov Community Development	\$34,075.00	\$0.00	\$34,075.00
TOTAL:			\$49,350.00

Optional SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion
Tyler Content Manager SE-Software-	3.0	\$27,000.00	0	\$0.00	\$0.00
TOTAL:		\$27,000.00	0	\$0.00	\$0.00

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler Content Manager SE	\$75,000.00	0	\$0.00	\$0.00	\$75,000.00	\$0.00
TOTAL:	\$75,000.00	0	\$0.00	\$0.00	\$75,000.00	\$0.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
EnerGovAdv Server Extensions Bundle	\$16,000.00	\$0.00	\$16,000.00	\$0.00	\$0.00	\$0.00
EnerGov Business Management Suite (5)	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00
EnerGov Citizen Self Service - Business Management	\$35,000.00	\$0.00	\$35,000.00	\$0.00	\$0.00	\$0.00
EnerGov Citizen Self Service - Community Development	\$35,000.00	\$16,800.00	\$18,200.00	\$0.00	\$0.00	\$0.00
EnerGov Community Development Suite (15)	\$45,000.00	\$22,500.00	\$22,500.00	\$0.00	\$0.00	\$0.00
EnerGov Content Management API	\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
EnerGov e-Reviews	\$54,000.00	\$0.00	\$54,000.00	\$0.00	\$0.00	\$0.00
EnerGov iG Workforce Apps (15)	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00
EnerGov Report Toolkit	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00
Tyler 311/Incident Management	\$44,000.00	\$0.00	\$44,000.00	\$0.00	\$0.00	\$0.00
Tyler GIS (30)	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$287,000.00	\$39,300.00	\$247,700.00	\$0.00	\$0.00	\$0.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Comments

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The Munis SaaS fees are based on 175 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing --Profession License Delinquent.

Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

EnerGov Business Management: Tyler leads and owns the configuration of 15 unique business transactions, 15 template business transactions, 8 geo-rules and 8 automation events. Configuration elements beyond this will be owned by the client.

Comments

EnerGov Community Development: Tyler leads and owns the configuration of 25 unique business transactions, 25 template business transactions, 15 geo-rules and 15 automation events. Configuration elements beyond this will be owned by the client.

Services are listed as "not to exceed" per item



Quoted By: Christina Young
 Date: 10/14/2020
 Quote Expiration: 1/12/2021
 Quote Name: City of Vernon CA DHD
 Quote Number: 2020-113368
 Quote Description: City of Vernon CA DHD CUPA EH

Sales Quotation For

City of Vernon
 4305 S Santa Fe Ave
 Vernon, CA 90058-1714
 Phone +1 (323) 583-8811

EnerGov SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Core Software:				
EnerGov Community Health	3	\$178.00	10	\$21,360.00
Extensions:				
EnerGov Citizen Self Service - (CH) Inspection Downloads Only	3	\$88.00	Site License	\$1,051.00
	Sub-Total:			\$22,411.00
	<i>Less Discount:</i>			<i>\$3,398.00</i>
	TOTAL:			\$19,013.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Letters and Forms Development (5 pack)	4	\$6,250.00	\$25,000.00	\$0.00
Professional Implementation Services	510	\$185.00	\$94,350.00	\$0.00
	TOTAL:		\$119,350.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total SaaS	\$0.00	\$19,013.00
Total Tyler Services	\$119,350.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$119,350.00	\$19,013.00
Year One Contract Total	\$138,363.00	
Contract Total	\$176,389.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

CUPA Programs

- CUPA configuration/implementation/PM/Training hours: 160 x \$185/hour
- Includes all hosting and data center services.
- Data Conversion from single source for Contact, Establishment, Permit, Inspection and Complaint Type.
- Training provided via webinar, optional onsite available (travel billed at actual cost plus applicable agency fees).

CUPA Programs

- Includes up to (10) Reports, Forms, Printable Documents for Permits, Inspections and Complaints related to each CUPA Program as listed below.
- Includes all standard and pre-formatted data reports listed in the Reporting and Analysis module and up to (5) Custom Reports.
 - Aboveground Petroleum Storage Act (APSA) Program
 - Area Plans for Hazardous Materials Emergencies
 - California Accidental Release Prevention (CalARP) Program
 - Hazardous Materials Release Response Plans and Inventories (Business Plans)
 - Hazardous Material Management Plan (HMMP) and Hazardous Material Inventory Statements (HMIS) (California Fire Code)
 - Hazardous Waste Generator and Onsite Hazardous Waste Treatment (tiered permitting) Programs
 - Underground Storage Tank Program
- Includes up to (5) annual report modifications, including State mandated form changes for CUPA programs.
- Includes all State mandated library modifications and fee updates for CUPA programs.
- Additional modules, users, new functionality billed at prevailing rates.
- CERS integration included.

Environmental Health Programs (Permits, Inspections, Violations)

Environmental Health Programs

EH configuration/implementation/PM/Training hours: 350 x \$185/hours
Up to (10) EH Reports, forms, documents

Food Program

- Vehicles
- Fixed Facility
- Film Permitting

Storm Water Program

- Compliance/Evaluations/Reviews

Solid Waste Program

- Vehicles/Yards/Sites
- Medical Wastes
- Household Hazardous Wastes

Comments

- E Wastes

Garment Program

- Manufacturing
- Commercial Laundry

Water/Waste-Water Systems

- Sampling/Monitoring
- Drinking Water
- Water supply
- Cross-connection/Back Flow
- Wells
- Liquid Wastes

Animal and Vector Control

- Traps/Inspections

Non-Food Vehicles

- Laundry Vehicles
- Offal/Rendering Vehicles
- Solid Waste Collection Vehicles
- Liquid Waste Vacuum Pumpers



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual support fees for the Migration Modules.
2. **License Fees.** License fees are invoiced 100% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date").
3. **Other Tyler Software and Services.**
 - 3.1 ***VPN Device:*** The fee for the VPN device will be invoiced upon installation of the VPN.
 - 3.2 ***Implementation and Other Professional Services (including training):*** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 3.3 ***Consulting Services:*** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 3.4 ***Conversions:*** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 3.5 ***Requested Modifications to the Tyler Software:*** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the

specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

3.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the commencement of the initial term, as set forth in Section F (1) of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Schedule 1
DocOrigin End User License Agreement

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8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit D
Schedule 2
MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE



Use Fees

EnerGov’s MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

***ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.*

EnerGov’s VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

(a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR Data. Customer’s content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers’ content is or will be transmitted or stored.

(b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.

(c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.

(d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.

(e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.

(f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.

Exhibit E

Statement of Work

Tyler Technologies

Prepared for:

City of Vernon, CA
4305 S Santa Fe Ave
Vernon, CA 90058

Prepared by:

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer the City of Vernon, CA the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
DHD	Digital Health Department
EnerGov	Community Development
EnerGov	Business Management
ExecuTime	Time & Attendance
Tyler Content Manager	Document Management
Munis	Financial Management
Munis	Procurement
Munis	Human Capital Management
Munis	Utility Billing
Munis	Accounts Receivable and Collections
Munis	Tyler Reporting Services

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

Phase	Functional Areas	Software Modules	Duration
1	Munis Financials	<ul style="list-style-type: none"> ● Accounting/GL ● Accounts Payable ● Budgeting ● Capital Assets ● Cash Management ● Contract Management ● Inventory ● Project & Grant Accounting ● Purchasing ● eProcurement 	12 months
1	Munis Productivity	<ul style="list-style-type: none"> ● Munis Analytics & Reporting ● Tyler Ready Forms ● Tyler Content Manager SE 	Included in Phase 1
2	Munis Human Capital Management & ExecuTime	<ul style="list-style-type: none"> ● Payroll w/Employee Self Service ● Human Resources & Talent Management ● ExecuTime Time & Attendance + Mobile Access 	9 months
3	Munis Utility Billing	<ul style="list-style-type: none"> ● Accounts Receivable ● General Billing ● Tyler Cashiering ● UB Interface ● Utility Billing CIS ● IVR Gateway 	12 months
4	EnerGov	<ul style="list-style-type: none"> ● EnerGov Advanced Server Extensions Bundle ● EnerGov Business Management Suite ● EnerGov Citizen Self Service – Business Management ● EnerGov Community Development Suite ● EnerGov Citizen Self Service – Community Development ● EnerGov e-Reviews ● EnerGov iG Workforce Apps ● EnerGov Report Toolkit ● Tyler GIS ● EnerGov Content Management API ● Tyler 311/Incident Management 	12 months
5	Digital Health Department	<ul style="list-style-type: none"> ● DHD/“EnerGov Community Health” ● Community Health Inspection Downloads 	12 months

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City project manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City project manager(s) and the Project and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City project manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler project manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days,

or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City has the ability to allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.

- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City is responsible for uploading their Eden database to Kiteworks and maintaining crosswalks of old to new codes. Validation logs will be provided with each conversion pass. Tyler and the City will work together to resolve validation errors.
- Multiple data passes will occur and it is the City's responsibility to review and verify the accuracy of each data conversion. Tyler will provide guidance and documentation on how to review data conversions.
- In some situations utilizing Munis imports is a more efficient process than conversions. Tyler's implementation staff will discuss the pros/cons of each import and conversion during the Assess & Define Stage of each Phase.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.
- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.

- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

3.5 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- The City testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The City is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City’s team. During this step, Tyler will work with the City to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City’s site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I							C	
Make hardware available for Installation			I					C				A							R	
Install system hardware, if applicable			I					C				A							R	
Complete system infrastructure audit			I					C				A							R	

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I								A	R			I				C	
Ensure all scheduled attendees are present			I	I						A	R	C		I						
Facilitate fundamentals review		A	R									I	I		I					

4.3.2 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan				I	I							C	A	R	I	C	I			
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City’s Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is the City’s responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C							A	C		C				R		

4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler’s intention is to minimize Modifications by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Analyze contracted modified program requirements			A	C			R					C	C	I	C				C		
Develop specification document(s)	A		I	C			R					I	I		I				I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C				C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I				C		

4.3.6 Forms & Reports Planning

City and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Review required Forms output			A	R									C	I	C				I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C						
Review in Scope Reports			A	R								I	C		C						
Identify additional Report needs			I	C								A	R		C						
Add applicable tasks to Project schedule		A	R	I		C						C	I		I				I		

4.3.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy.
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City's needs.
 - Scope: Design solution for Modification.
 - Acceptance criteria: City accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City in Scope form, Report and output requirements.
 - Scope: Complete Forms package(s) included in agreement and identify Report needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
 - Objective: Installation of purchased Tyler software.
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.
- Required Form information complete and provided to Tyler.

- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City’s needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R														C	
Complete initial review of data errors		A	I	C	R							I	I						C	
Review data conversion and submit needed corrections				I	C	I						A	C		R				C	
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C				C	

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 rd Party Data Exchange Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I				C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C				I		C
Test contracted modified program(s) in isolated database				I	C			C				A	C		R				C		
Report discrepancies between specification and delivered contracted modified program(s)				I	I			I				A	R		C				C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C				I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Standard Forms & Report training			A	R								I	C		C						
Test Standard Forms & Reports			I	C		C						A	C		R				C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system.
 - Scope: Data conversion program complete; deliver converted data for review.
 - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
 - Objective: Provide instructions to the City to verify converted data for accuracy.
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
 - Acceptance criteria: City accepts data conversion delivery; City completes data issues log.
- Installation of Modifications on the City's server(s) *except for hosted Clients
 - Objective: Deliver Modification(s) in Tyler software.
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
 - Acceptance criteria: Delivery of Modification(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review.
 - Scope: Installation of all Standard Forms & Reports included in the Agreement.
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3rd party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	I	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3rd party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with City project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase.
 - Acceptance criteria: Data is available in production environment.
- Support transition documents
 - Objective: Define strategy for on-going Tyler support.
 - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
 - Acceptance criteria: the City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the City project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget.
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends City steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with City project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
 - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may impact the outcomes of the Project.
 - Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
 - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
 - Acts as liaison between project team and Tyler manager(s).
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and adjusts as necessary.
 - Interfaces closely with Tyler developers to coordinate program Modification activities.
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City following configuration.
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the City on the status and resolution of reported issues.

5.1.7 Tyler SaaS Technicians

- Provides maintenance of hosted server hardware, operating system, and Software Upgrades.
- Provides IT-related services for server environment.
- Provides remote technical assistance and tracks issues.
- Provides systems management and disaster recovery services within hosting services.
- Adds new City users; SaaS determines user names incorporating a unique client identifier and user initials.
- Performs Tyler Software Upgrades through coordination with the City.

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.

- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures invoicing and Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Signs off on contract milestone acknowledgment documents.
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Review and acknowledge Implementation Management Plan.
 - Defines project tasks and resource requirements for City project team.
 - Collaborates in the development and approval of the initial Project Plan and Project Plan.
 - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management

- Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
- Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
- Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
- Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
 - Acts as liaison between project team and stakeholders.
 - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and takes corrective action, if needed.
 - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
 - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Prepares and Validates Forms.

- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change Management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Conversion Analysis and Verification Assistance
 - Decentralized End User Training
 - Process Testing
 - User Acceptance Testing

5.2.5 City Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to City staff during and after implementation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.

- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for City third party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 City Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

6 EnerGov Conversion Summary

6.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Initialized Workflows
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History
- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
 - Fees
 - Payments
 - Notes

6.2 Business Management

- Business Entity (Only for Business Licensing)
- License Master basic information
- License Contacts
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
- Reviews and Approvals – Converted to Activity
- Fees

- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Contractors
- Business Types and NAICS Codes
- Payment and Fee History
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
- Parcels and Addresses
- Meetings and Hearings
- Violations
 - Fees
 - Payments
 - Notes

7 Munis Conversion Summary

7.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

7.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

7.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

7.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

7.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

7.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

7.7 General Billing CID

- Customer information

7.8 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

7.9 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Munis

7.10 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

7.11 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

7.12 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

7.13 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years

7.14 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

7.15 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down my individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

7.16 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

7.17 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

7.18 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

7.19 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

7.20 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

7.21 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

7.22 Utility Billing –Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

7.23 Utility Billing –Backflow

- Account information, backflow device information, backflow type, and backflow violations

7.24 Utility Billing –Balance Forward AR

- Account balance forward information converted as total amount due. If the client's business practices require current due and past due bills this can be broken into three balance forward bills(current balance due and up to two past due balance bills).These can be converted to one

balance forward charge code or separate balance forward charge codes, and converted to the account/customer, if the client's legacy data contains this information.

- If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

7.25 Utility Billing –Budget Billing

- Converts information for budget average billing by account, customer and service. Legacy data must include: calculated budget amount by service; number of periods remaining until plan renews; budget plan balance/credit amount, broken out by service/customer; additional amortized amount by service.

7.26 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

7.27 Utility Billing –Flat Inventory/Containers

- Inventory for non-metered items tied to recurring service billing – flat rate is tied to inventory item(s)/item type(s) (vs consumption/usage). Trash/recycling containers, dumpsters, roll off containers, light poles, cable/internet equipment.

7.28 Utility Billing –Service Orders

- Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

7.29 Utility Billing –Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings(current and previous), meter usage (current and previous) and sales tax information.

8 EnerGov Definitions

8.1 “Template Business Transactions”

- A pre-defined and pre-configured EnerGov business process from EnerGov’s “Best Management Template”.
- The following modifications to Template Business Transactions are considered within scope:
 - Any changes to required inspections within the workflow
 - Any changes to the required plan reviews within the workflow
 - Adding up to 2 additional actions to the workflow
 - Configuration of fees, allowing creation of up to 3 new fees to accommodate
 - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a “Unique Business Transaction”, as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

8.2 “Unique Business Transactions”

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

8.3 “Geo-Rules”

- An automation event that references GIS data. Current geo-rule action types are:

Alert	<ul style="list-style-type: none"> • Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
Block	<ul style="list-style-type: none"> • Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	<ul style="list-style-type: none"> • Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.

Fee Date	<ul style="list-style-type: none"> Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	<ul style="list-style-type: none"> A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
Required Action	<ul style="list-style-type: none"> A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	<ul style="list-style-type: none"> A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	<ul style="list-style-type: none"> The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.).

8.4 “Intelligent Objects (IO)”

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

8.5 “Intelligent Automation Agents (IAA)”

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

8.6 “EnerGov SDK/API (Toolkits)”

- API’s developed by Tyler Technologies for extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR’s to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any “in-scope” integrations.

9 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.



Exhibit F Modifications

Modification: Time of use electric billing.

- Delivery / Availability Date: July 2022 (Version 2022.2)
- Cost: \$60,000.00
- Description: The City of Vernon has requested a modification to the MUNIS Utility Billing system to enable Time of Use electric billing using one single Service/Rate on the Account. MUNIS UB will be enhanced to allow for multiple Rate Tables to be defined for a single Rate Master. Using a new "TOU code" field on the Rate Table screen each Rate Table will be assigned to a Time of Use period. The TOU Codes will be new Miscellaneous codes (user definable) and will be used to distinguish one TOU period from another; examples, "On-Peak" and "Off-Peak". With these codes the total On-Peak KWH usage (or KW read) and total Off-Peak KWH usage (or KW read) can be collected/passed separately (per meter) from the meter reading system and be billed at their corresponding rates. MUNIS UB will not store interval readings or calculate the total KWH usage per TOU period, but instead will expect the total KWH (or KW) per TOU period per billing period to be passed from the meter reading solution. In this case it will be Itron MVRS-90, for which a new meter reading import file format will be created. Consumption units from each channel on the meter will be stored in consumption history and printed on the bill statement, along with the reading time, charge amount, and TOU code.

Modification: City of Vernon KVAR billing calculation.

- Delivery / Availability Date: July 2022 (Version 2022.2)
- Cost: \$10,000.00
- Description: Additionally there will be a modification to match the City of Vernon KVAR billing calculation. A new KVAR charge calculation that 1) divides KWH by KW to determine hours, 2) divides KVAR by hours to establish a KVAR max, and 3) bills the difference between the KVAR max and 20% of peak KW against a rate. The modification will match the provided calculation.

KVAR Formula - See uct # 5918 Nature Finest

$$^1 \frac{\text{Kwh}}{\text{Kw}} = \text{HRS}$$

$$\frac{316978}{689} = 460 \text{ HRS}$$

$$^2 \text{KVAR} = \frac{\text{KVAR}}{\text{HRS}} = \text{KVAR MAX}$$

$$\frac{175722}{460} = 382 \text{ KVAR MAX}$$

$$^3 20\% \text{ of peak KW}$$

$$20\% \times 689 \text{ Kw} = 138 \text{ Kw}$$

$$^4 \text{KVAR MAX} - 20\% \text{ of KW}$$

$$382 - 138 \text{ Kw} = 244 \times 0.206 \text{ rate} = \underline{\underline{50.26}}$$

See Bill



Exhibit G

Annual Support and Hosting Statement of Work

In the event of a conflict between the terms of this Support Statement of Work and the Agreement, the terms and conditions of this Support Statement of Work shall prevail. This Support Statement of Work and the Agreement represents the complete agreement regarding the subject matter and replaces any oral or written communications between the Client and Tyler.

I. Overview

As more particularly described in the Agreement, the DHD System Maintenance includes a non-transferrable, limited, nonexclusive limited right to use the SaaS Services for named Client staff. This includes:

- The use of the Client Production System in the offices,
- The use of the offline version of the System ("Field Client"),
- Software support, i.e. correction of System-generated errors and identified bugs in the approved and implemented System functionality, and work stoppage issues created by these errors,
- Hosting of Client data and complete System application,
- Technical support to Client staff handled through Client and Tyler Maintenance Support team for modules on the current production System.
- Software Support

A. Software Version Releases

1. Although there are no formal software version releases, the DHD system is periodically updated to include system-wide improvements and features. As these updates are completed, they are implemented to the live system at no additional charge to the Client.
2. Tyler will notify the Client of any software modifications and revisions. The notification shall include, but may not be limited to, a statement describing the effect of including the software change on the system, application programs, data files, workstation functions and services, and personnel training recommendations.

B. Client Issue Tracker

The System includes the Client Issue Tracker module. The Client System Administrators (CSAs) are able to enter issues, open tickets, and enter requests. CSAs can also monitor the progress of the ticket as it moves through the system and are alerted when the issue is resolved. Each issue is assigned a priority level and a status, so pending issues can be addressed in order from highest priority to lowest as defined by Client and specified to Tyler staff.

C. Bug/Error/Break Fixes

1. Bugs, errors, and breaks are defects in the product, that is, a deviation between the functionality of the product and its actual performance. A bug fix is required to change the code to repair the bug. Bug fixes could be associated with a single line of code or large portions of code thus requiring more development time.

2. Critical Bugs are defined as problems that create a Client work stoppage, problems that affect the Client's ability to use the System as it was designed, problems that prevent the Client from doing business, or problems that prevent the Client from submitting data to the System.

a) If the Client reports an issue as a Critical Bug, Tyler staff will review and verify the status. If the issue does not qualify as a Critical Bug as defined above, Tyler staff will update the issue status, assign it to a Work Order, and notify Client.

3. Escalated Issues are defined as those issues that do not meet the qualifications of a Critical System Bug but still need to be addressed and corrected as soon as possible, e.g. before all other issues in Issue Tracker except Critical Bugs. Only Tyler staff is able to Escalate Issues. The types of issues that can be elevated to an Escalated Issues status are:

a) Time-sensitive or urgent report requests that have a hard date and/or time deadline, such as media requests or legislative reports,

b) Time-sensitive or urgent change requests that have a hard date and/or time deadline, such as state-mandated changes regarding permit renewals, licensing, or billing. Additional charges may apply to escalated change requests that fall outside the original Scope of Work.

4. Critical Bugs and Escalated Issues receive top priority in the maintenance schedule. When Critical Bugs and Escalated Issues are reported, they are verified by Tyler, acknowledged, and typically resolved within twenty-four (24) hours. If a Critical Bug will take longer than twenty-four (24) hours to correct, the Client will be notified of the proposed correction within twenty-four (24) hours. If there are more than three (3) Escalated Issues in the Client System at one time, a Work Order will be created containing only the Escalated Issues, and will be moved into the development schedule as soon as possible. The estimated turnaround for Escalated Issues is seven (7) business days.

5. A Work Order is defined as a list of issues, grouped by issue priority and system module, created by Tyler staff and approved by the Client. Work Orders may contain up to twenty (20) issues and must be approved by Client signature before added to the maintenance schedule. Once a Work Order is complete, the Client will have 30 calendar days to review, test, and accept the Work Order by Client signature, or reject the changes in writing, with detailed documentation of the reasons for rejection. Once the Client accepts the Work Order, the changes will be pushed to the Client Production System within two (2) business days. All items within a Work Order will be pushed to production at one time, not piecemeal. The estimated turnaround time for Work Orders is sixty (60) to ninety (90) business days.

a) Once a Work Order is pushed to the production system and verified by Client, the Client will sign a completion form, indicating acceptance of all the issues within the Work Order. No additional Work Orders will be moved into development until the completion form is signed.

D. State-Mandated Changes

1. During the course of this contract, the federal, state, or county laws, ordinances, policies, or procedures may be changed or updated, and require the addition of fields to system screens and/or format changes to printable forms, or a change in the format in which the data is collected or output on a standard form directly relating to a module included in the Client Production System. Tyler will accommodate up to one (1) form change and ten (10) field changes per module annually. Further changes will be quoted on a case-by-case basis at the standard rate of \$200 per hour.
2. In the event that major functionality or report changes are required as the result as a law or ordinance change, the upgrade may require additional funding and will be quoted on a case-by-case basis at the standard rate of \$200 per hour.

E. System Enhancements

1. System Enhancements are defined as change requests and feature requests, which affect System appearance and/or functionality not included in the existing System functionality or that fall outside the system Scope of Work and/or approved system documentation.
2. The Tyler Project Team on a case-by-case basis evaluates change requests. Each change request will be reviewed against the original System scope of work and approved specifications, and will be quoted to the Client at the standard per-hour development rate.
3. Feature requests are evaluated by the Tyler Project Team on a case-by-case basis. Each request will be reviewed against the original scope of work and approved system specifications, and will be quoted to the Client at the standard per-hour development rate.
4. All changes and enhancements to the system will be quoted to the client on a case-by-case basis. No billable work will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.
5. Changes and features are first implemented and tested on Tyler's Development server. After the change is approved internally, it is pushed to the Testing server. This server is the Client's testing environment, which is an exact replica of the production system. This testing environment is standard in the system, and there is no extra fee for this feature. Once the enhancements have been fully tested and approved by the Client, they are pushed to the production system where they are immediately available to all users. There is no downtime for any user, and no extra software installations are necessary.
6. Change and feature requests will be addressed in ninety (90) to one hundred and twenty (120) working days, depending on type of request, complexity, and current development schedule.

F. Priorities

The Priority field helps define an issue's importance to the Client and is used to determine delivery dates. The options are: Very High, High, Medium, Low, and Very Low.

1. The "Very High" status is reserved for Work Stoppage bugs only. The status of a Work Stoppage is strictly reserved for bugs that are preventing use of the system. Work Stoppage Bugs are corrected within 24 hours unless otherwise notified by the Tyler Maintenance Team.
2. In the event of a major issue that impacts production, procedures are in place to allow immediate attention to focus on that item whether it requires programming resources or other Tyler staff participation.
3. All escalation is handled through Tyler technical support. Depending on the type of issue, the system may escalate an item to one department or another (for example, Database Administration, Project Management, or Development). Any time an issue is escalated to senior technical staff the Client will receive an estimated correction time and a reason for the escalation to senior tech staff.

G. Project Procedures

Each deliverable document or Work Order will be approved in accordance with the following procedure:

1. One printed draft of the deliverable document is submitted to the Client Project Manager, with a deliverable acceptance document including an approval signature page. It is the Client Project Manager's responsibility to make and distribute additional copies to the other reviewers.
2. Within five (5) business days the Client Project Manager will either approve the deliverable or provide the Tyler Project Team written documentation of the discrepancies.
3. The Tyler Project Manager will resubmit, in electronic form, the final version of the deliverable document to the Client Project Manager for approval. The Client Project Manager will provide final written approval within five (5) working days.
4. Reasonable delays in this approval process will be considered and allowed if agreed by the Tyler and the Client Project Manager.

H. Escalation Procedure

When a conflict arises between Client and Tyler, the project team member(s) will first strive to resolve the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW:

1. Level 1: If the project team cannot resolve the conflict within five (5) working days, the Client Project Manager and Tyler Project Manager will meet to resolve the issue.

2. Level 2: If the conflict is not resolved within five (5) working days after being escalated to Level 1, the Client Project Sponsor will meet with the Tyler Project Executive and Project Manager to resolve the issue.
 3. Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedures or termination of this SOW, the Hosting SOW, and contract under the terms of the Agreement.
 4. During any conflict resolution, Tyler agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.
- I. Rate for Additional Work
1. Changes to the system appearance and functionality will be quoted on a case-by-case basis at a rate of \$200 per hour. This price covers all project management and development staff time. Travel and other expenses are not included in the per-hour price and may be quoted separately as necessary. No billable work or travel will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.

II. System Hosting

System Hosting includes hardware support and maintenance for all Tyler-controlled equipment involved in hosting the Client's system, data and application storage, data and application backups, and disaster recovery.

A. Connectivity

The DHD system is accessed through an Internet browser and an Internet connection. No additional Client connectivity is required to access the full functionality of the production DHD system.

B. Data Storage

The data storage subsystem is configured with 9 terabytes of storage and can be expanded at any time if necessary for the term of the contract.

C. Backups

The System is 100% web-browser based and is hosted on servers that Tyler maintains. Tyler is responsible for backups, security administrations, and problem resolutions. Tyler will run nightly backups of all data. The following backups are performed:

1. Nightly differentials,
2. Weekly move backup,
3. Monthly backup rotation.

D. Disaster Recovery

In the event that data recovery is necessary following a disaster that would render data in the primary database unrecoverable, Tyler would look first to the most recent incremental backup of data and attempt to restore. In the event that both the primary database and the incremental backup experienced a catastrophic failure, Tyler would restore from the nightly incremental backup. In the event that all three of these data sources were unavailable or had catastrophic failures, Tyler would retrieve the most recent daily or weekly backup from the long-term backup storage and restore. An exception to this process would be if data were available from another backup source maintained at the Client site – at that point, if the client felt their copy was the most up-to-date, Tyler would restore data from the copy the Client deemed appropriate.

E. Hardware Support

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the Tyler server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than four (4) hours.

F. Network Availability

Network uptime occurs when the functionality of all Tyler network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the Tyler servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the System ticket-tracking module. Network downtime is measured from the time the Client ticket is opened to the time the issues is resolved and the Tyler network comes back online. The Tyler network will be available 99.9% of the time, excluding scheduled maintenance or upgrades approved by both Client and Tyler.

G. Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a Tyler server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the Tyler server comes back online. Tyler critical systems, including power and HVAC, are available 99.9% of the time, excluding scheduled maintenance periods.

H. Maintenance and escalation (scheduled and unscheduled)

1. Tyler will notify Client at least 48 hours in advance of any scheduled network downtime for System maintenance and service.

2. In the event of an unscheduled outage, Tyler will immediately notify the Client contact, informing them of the outage and its estimated length. Should the outage last more than four hours Tyler will provide an update to Client every four hours as to the system status.

3. All updates and notifications will be delivered via email to the Client contact.

I. Remedies

1. Should a Tyler outage occur that results in Client system unavailability in excess of the guaranteed uptimes, Tyler will credit Client 5% of the monthly SaaS fee for every 5% of downtime with 95% as the first credit threshold. Credits will be applied toward future SaaS payments.

J. Exceptions

1. Delinquent customers may not take advantage of our uptime guarantee. Client must request all credits in writing within three (3) calendar days of the reported downtime, and the downtime must be from a single occurrence.

III. Customer Support

A. On-line Support: System includes online text based help down to the field level. Users can hover the mouse over a field and pop up text help for that field will appear.

B. Telephone Support: Telephone support for Client System Administrators between the hours of 8:00 AM and 6:00 PM EST. There is a 24-hour emergency support line available for Client System Administrators, but not general staff. General staff issues should be first directed to the Client District System Administrator to determine that the issue does not pertain to Client policy. If the issue is a legitimate system use issue and the Client District System Administrator is unable to assist the user, the Client District System Administrator may call the Support line to receive additional assistance from a Tyler staff member.

C. Virtual Support: Tyler technical staff can remote in to the application so that they can see the exact screen that an employee is on at any time. This allows them the ability to assist as if they were sitting next to the employee. The Client has to allow access to the system through the Client firewall.

D. User Manual: Electronic user manual documentation is configured to reflect the custom features of Client’s specific version on the application.

IV. Roles and Responsibilities

Role	Responsibilities
Application Support (Table Maintenance)	The Client will be responsible for making some table changes to the system using Tyler-developed tools through the DHD system. The Client will also be responsible for using Issue Tracker to request changes to the system that are not available to them

Role	Responsibilities
	through the system. Tyler is responsible for fully supporting the application.
Communication	The Client is responsible for appointing a System Administrator who can verify and enter Issue Tracker items, set up users, etc. This position requires no special software or hardware knowledge and does not require a major time investment. Tyler is responsible for notifying the client of scheduled outings, updates on system changes, etc. Both the Client and Tyler are responsible for communication about the DHD system.
Connection	The Client is responsible for monitoring and ensuring that the internet connection is working properly.
Hardware Maintenance	The Client is responsible for all hardware purchased, installed, and used by the Client. Tyler is responsible for application and server hardware and peripheral equipment pertaining to those servers.
Information Services Technical	The Client is responsible for maintaining Client's own technical staff as it relates to the Client's existing infrastructure. Tyler will be responsible for everything that applies to the production system, data storage, and application and server hardware.
Network Support	The Client is responsible for maintaining their own network system so that users are able to access the Internet and a web browser. Tyler is responsible for all network support to application and data servers.
Security Monitoring	The Client is responsible for monitoring Internet security and any other security measures already in place. Additionally, the Client will be responsible for maintaining the integrity of the internal user security (permissions, passwords, etc.). Tyler is responsible for monitoring security at the data and application server level.
Software Updates	Tyler is responsible for all software updates on the application. The Client is responsible for other applicable software updates on the Client's hardware (operating systems, Internet browser, etc.).

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City Council Agenda Item Report

Agenda Item No. COV-414-2020
Submitted by: Adriana Ramos
Submitting Department: Public Utilities
Meeting Date: November 17, 2020

SUBJECT

Professional Services Agreement with Northwest Electrical Services, LLC to Perform Technical Design, Controls, Automation and Analytical Services

Recommendation:

- A. Find that award of the proposed agreement is in the best interests of the City and, therefore, exempt from the competitive selection process pursuant to Section 2.17.12 (B)(2) of the Vernon Municipal Code; and
- B. Approve and authorize the City Administrator to execute a Professional Services Agreement with Northwest Electrical Services, LLC in substantially the same for as submitted, for a term of three years, effective November 17, 2020, in an amount not to exceed \$2,644,782, to provide technical design, controls, automation, construction and analytical services and equipment for the Public Utilities Department.

Background:

Over the last several years, Vernon Public Utilities (VPU) has focused on making improvements to infrastructure, technology, and increasing efficiencies and service offerings, all with the ultimate goal of providing quality reliable service at the lowest rates. As part of this effort, VPU continues to work toward upgrading, improving, streamlining and standardizing utility delivery services and Supervisory Control and Data Acquisition (SCADA) mechanisms in all facilities and equipment across utility divisions (i.e., electric, water, gas, and fiber). Improved systems, controls, data gathering and reporting capability enable VPU to provide essential services more cost effectively, reliably, efficiently, and in a safer manner. Furthermore, standardization saves the utility money, enables more effective troubleshooting and more expedient restoration during emergencies and interruptions in service. The proposed agreement with Northwest Electrical Services, LLC (NW) would enable VPU to continue to make efficiency improvements and complete necessary maintenance and repair in various areas including Generation, Delivery Services and Controls, the Water Capital Improvement Plan (CIP) and Electric CIP.

NW staff possess diverse technical skillsets covering a wide spectrum of industrial design, operations and maintenance and can perform the necessary and highly technical tasks at a very competitive rate and within a structure that assists VPU in controlling costs. The principals at NW have 77 years of combined, direct industrial experience serving in various positions in engineering, field services, startup and commissioning, operations and plant management. NW also has extensive experience in oil and gas; power generation, transmission and distribution; and machinery automation. The proposed agreement is exempt from competitive bidding pursuant to Section 2.17.12 (A)(10) of the Vernon Municipal Code (VMC) and can be exempt from competitive selection pursuant to Section 2.17.12(B)(2) if a direct award is found to be in the best interests of the City. Section 2.17.12(B)(3) of the VMC indicates City Council has the authority to make such a finding when the proposed contract exceeds \$100,000. The best interests of the City are served by a direct award based on NW's demonstrated

expertise in a variety of relevant fields and their ability to provide services in a manner that will result in significant cost savings for the City, as set forth in this Staff Report.

In consideration of the Department's budget, staff obtained competitive rates from other contractors and determined that the rates proposed by NW provide a significant value. Furthermore, NW has proposed to charge VPU a fixed hourly rate with no markup on equipment purchases, resulting in a consistent, reasonable, predictable cost where true savings can be realized. In contrast, the vast majority of consultants charge markup on equipment purchases, and many consultants propose multiple hourly rates and a scope of work that can later be supplemented with extra charges and additional overhead. NW proposes to be on site and available to VPU consistently and at a very reasonable, controlled expense compared to the typical consultant. NW staff responds to trouble calls at all times throughout the day and can perform technical troubleshooting at unconventional times (e.g., late night/early morning, weekends) without additional charge.

As reflected in the proposal from NW, the company has lent its expertise on various projects as part of the three-year agreement approved by City Council in June 2018. At the time, there was a specific pace and scope planned for the water projects as staff prepared for much needed maintenance and a gradual overhaul of the City's wells. Unfortunately, the deteriorating condition of the water facilities did not allow for the projects to be completed in an ongoing systematic manner over the three-year period as initially intended. Multiple wells failed, forcing the City to rely on imported water. Imported water has historically cost the City over one million dollars per year and is approximately four times more expensive than pumping the City's allocated ground water. Following the failure of multiple wells within a short period of time, the Water Division reprioritized and accelerated projects, and increased the workload for NW, in order to return wells to operation swiftly, thus mitigating the need to import water.

While in May of this year the City secured the Water Bond to fund the projects, the Water Bond itself places additional pressure on the City to complete projects within a strict timeline. Presently, the Water Division is embarking on year two of a planned five-year CIP, with the first three years of the CIP being funded from bond proceeds that must be spent within a strict timeline. NW is a critical component in completing this work on schedule due to their technical expertise in many different areas, sparing the utility from soliciting and contracting with a number of different contractors. This working relationship with NW across many different projects fosters consistency and high-quality work products, streamlining progress towards the objective to fully upgrade and automate the operation of all existing and planned future well sites, storage facilities and pumping plants. The refurbishment of the well sites that were originally put into service as early as the 1950's will strengthen reliability as well as relieve reliance on very expensive imported water from the Metropolitan Water District.

Throughout the many projects that NW has been involved with, NW makes a point to involve VPU field staff in every step of the process, conveying a vast amount of knowledge regarding the controls, operation and maintenance of electrical and control systems, thus adding tremendous value to all VPU divisions. As a result, VPU now has the in-house capability to troubleshoot many technical issues and operate the units in a much more efficient and economical manner.

Briefly outlined below, the proposed scope of work for NW includes the following:

1. Water system CIP project design, analysis and construction, networking, communication and connectivity, oversight and commissioning of new systems.
2. Replacement of the existing water and electric SCADA controls system to enable safe access to near real time data.

3. Technical support for relay testing, maintenance and programming along with other utility-based controls, reporting and communications mechanisms.
4. Water and electric control systems network design to securely enhance operational capabilities and improve troubleshooting and resiliency.
5. Operational upgrades and maintenance of the H. Gonzales turbine units including ongoing support and maintenance of the units as necessary, in addition to implementing black start capabilities with new automated controls.
6. Subject matter expertise and analysis in the following areas: cybersecurity, automation and controls, utility management, engineering support, key performance indicators and management to field info-metrics.
7. Development of VPU staff to enhance operational skill sets, improve project management capabilities, increase proficiency in design and specifications and competence in SCADA-related areas.

In addition to NW's qualifications identified above, other qualifications include:

- Unlike traditional design firms, NW has substantial experience in utility plant staff management, budgeting, cost benefit analysis, cost tracking, resource and personnel management. NW possesses the ability to provide full life cycle costs of a design, factoring in fixed and variable expenses for operations and maintenance, and competently analyzing remaining life of existing assets, including life cycle extension options.
- Ability to deliver client resource training through on-the-job training and classroom-structured training.
- Siemens generator and relay testing operations.
- Design and installation experience in utility delivery systems.
- Database and core programming experience in many languages: Java and Java script, C++, Python, .NET.

Award of this contract is prudent in order for VPU to efficiently and effectively streamline and upgrade utility facilities, equipment and processes in order to increase reliability, bolster safety, lower operational costs and enhance overall efficiency of operations across all utility divisions.

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

Fiscal Impact:

Based on the scope of work and the proposed terms, the fiscal impact to the City is projected to be \$2,644,782 over the term of the 3-year agreement. The majority of this work will be funded with bond proceeds. The proposed agreement includes \$557,300 for material purchases to be made by NW on behalf of the City. While the City is not obligated to spend the entire amount allotted for materials, City staff will have the flexibility to acquire necessary equipment from NW when appropriate.

Attachments:

1. [Services Agreement with Northwest Electrical Services](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND NORTHWEST
FOR TECHNICAL DESIGN, CONTROLS, AUTOMATION AND ANALYTICAL
SERVICES

COVER PAGE

Contractor:	Northwest Electrical Services LLC
Responsible Principal of Contractor:	John S. Blizman, General Manager
Notice Information - Contractor:	Northwest Electrical Services LLC 17420 Goldenview Drive Anchorage, AK 99516 Attention: John, Blizman – General
Manager	Phone: (877) 336-3539 Facsimile: (484) 551-3370
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Abraham Alemu General Manager of Vernon Public Utilities Telephone: (323) 583-8811 ext. 250 Facsimile: (323) 826-1425
Commencement Date:	November 17, 2020
Termination Date:	November 16, 2023
Consideration:	Total not to exceed \$2,644,782 (includes all applicable sales tax); and more particularly described in Exhibit B
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND NORTHWEST ELECTRICAL SERVICES LLC FOR TECHNICAL DESIGN, CONTROLS, AUTOMATION AND ANALYTICAL SERVICES

This Agreement is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and Northwest Electrical Services LLC, a limited liability company ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on November 17, 2020.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Contractor's proposal to the City ("Proposal") dated October 28, 2020, Exhibit "A", a copy which is attached to and incorporated into this Agreement by reference.

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed in a competent, professional, and satisfactory manner in accordance with the prevailing industry standards for such services.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, all personnel required to perform the services under this Agreement.

3.2 Contractor shall not subcontract any services to be performed by it under this Agreement without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be subject to approval by the City.

4.0 TERM The term of this Agreement shall commence on November 17, 2020, and it shall continue until November 16, 2023, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Agreement, shall not exceed \$2,644,782 without the prior authorization of the City, as appropriate, and written amendment of this Agreement.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, and transportation which may be required for furnishing services pursuant to this Agreement for base staffing of two (2) principals in accordance with the Proposal. Materials, supplies, and equipment may be purchased by Contractor with written approval of the City, and invoiced to the City at cost to Contractor. Materials shall be of the highest quality. The above Agreement fee shall include all staff time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related costs and expenses for two (2) principals in accordance with the Proposal.

5.4 City shall reimburse Contractor only for those costs or expenses specifically approved in this Agreement, or specifically approved in writing in advance by City. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by Contractor:

5.4.1 The actual costs of subcontractors for performance of any of the services that Contractor agrees to render pursuant to this Agreement, which have been approved in advance by City and awarded in accordance with this Agreement.

5.4.2 Approved reproduction charges.

5.4.3 Actual costs and/or other costs and/or payments specifically authorized in advance in writing and incurred by Contractor in the performance of this Agreement.

5.5 Contractor shall not receive any compensation for extra work performed without the prior written authorization of City. As used herein, "extra work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Compensation for any authorized extra work shall be paid in accordance with the Proposed Service Terms as set forth in Exhibit "A", if the extra work has been approved by the City.

5.6 Licenses, Permits, Fees, and Assessments. Contractor shall obtain, at Contractor's sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services by this Agreement.

6.0 PAYMENT.

6.1 As scheduled services are completed, Contractor shall submit to the City an invoice for the services completed, authorized expenses, and authorized extra work actually performed or incurred according to said schedule.

6.2 Each such invoice shall state the basis for the amount invoiced, including a detailed description of the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 Contractor understands and agrees that invoices which lack sufficient detail to measure performance will be returned and not processed for payment.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs, and authorized extra work covered by that invoice.

7.0 CITY'S RESPONSIBILITY. City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

8.0 COORDINATION OF SERVICES. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

9.0 INDEMNITY. Contractor agrees to indemnify City, its officers, elected officials, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), including but not limited to professional negligence, that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees.

10.0 INSURANCE. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Agreement, including any extensions thereto. The policies shall state that they afford primary

coverage.

i. Automobile Liability with minimum limits of at least \$1,000,000 combined single limit, including owned, hired, and non-owned liability coverage.

ii. Contractor agrees to subrogate automobile liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services.

iii. General Liability with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis.

Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Contractor's performance of this Agreement.

- (1) If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.
- (2) Contractor agrees to subrogate General Liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under

the performance of the services.

iv. Professional Errors and Omissions coverage in a sum of at least \$1,000,000, where such risk is applicable. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate. Contractor shall maintain such coverage for at least one (1) year after the termination of this Agreement.

v. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. In addition, Contractor shall require each subcontractor to similarly maintain workers' compensation insurance in accordance with the laws for California for all of the subcontractor's employees. Compliance is accomplished in one of the following manners:

- (1) Provide copy of permissive self-insurance certificate approved by the State of California; or
- (2) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Agreement; or
- (3) Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

vi. Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.

vii. Insurance shall be placed with insurers with a Best's rating of no less than A-VIII.

viii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by

City. City may require complete, certified copies of any or all policies at any time.

ix. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Agreement until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due to Contractor, at City's option; (b) immediately terminate this Agreement and seek damages from the Agreement resulting from said breach; or (c) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due to Contractor.

11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

11.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent, officer or employee of City and shall furnish such services in its own manner and method except as required by this Agreement, or any applicable statute, rule, or regulation. 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. City assumes no liability for Contractor's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied or explicit, by or for Contractor. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, subcontractors and independent contractors, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.1.2 Contractor acknowledges that Contractor and any subcontractors,

agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be 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.

11.2 CONTRACTOR NOT AGENT. Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

11.3 OWNERSHIP OF WORK. All documents and materials furnished by the City to Contractor shall remain the property of the City and shall be returned to the City upon termination of this Agreement. All reports, drawings, plans, specifications, computer tapes, floppy disks and printouts, studies, memoranda, computation sheets, and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested at no additional cost to the City. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Agreement. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

11.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy, or incompleteness.

11.5 RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to

Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

11.6 WAIVER. The City's waiver of any term, condition, breach, or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

11.7 SUCCESSORS. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors, and/or assigns.

11.8 NO ASSIGNMENT. Contractor shall not assign or transfer this Agreement or any rights hereunder without the prior written consent of the City and approval by the City Attorney, 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 by the Contractor of its obligations under this Agreement. No assignment shall release the original parties from their obligations or otherwise constitute a novation.

11.9 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof, including but without limitation, the Vernon Living Wage Ordinance. Violation of any law material to performance of this Agreement shall entitle the City to terminate the Agreement and otherwise pursue its remedies. Further, if the Contractor performs any work knowing it to be contrary to such laws, rules, and regulations Contractor shall be solely responsible for all costs arising therefrom.

11.10 ATTORNEY'S FEES. If any action at law or in equity is brought to

enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11.11 INTERPRETATION.

11.11.1 Applicable Law. This Agreement 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 State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

11.11.2 Entire Agreement. This Agreement, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).

11.11.3 Written Amendment. This Agreement may only be changed by written amendment signed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

11.11.4 Severability. If any provision in this Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement.

11.11.5 Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail.

11.11.6 Duplicate Originals. There shall be two (2) fully signed copies of this Agreement, each of which shall be deemed an original.

11.11.7 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.12 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term, and provision hereof.

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Agreement, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon
Attention: Abraham Alemu, General Manager of Public Utilities
4305 Santa Fe Avenue
Vernon, CA 90058

If to the Contractor:

Northwest Electrical Services LLC
17420 Goldenvue Drive
Anchorage, AK 99516
Attention: John Blizman – General Manager
Phone: (877) 336-3539
Facsimile: (484) 551-3370

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt, or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

11.16 NO THIRD PARTY RIGHTS. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right or remedy in, under, or to this Agreement.

11.17 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Agreement in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Agreement is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Agreement by written notice

to the defaulting party. The notice shall specify the basis for the default. The Agreement shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. 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. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Agreement as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Agreement. 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 order in its entirety at no cost to the City, owing only for goods and services completed to that point.

11.19 TERMINATION FOR CAUSE. Termination for cause shall relieve the terminating party of further liability or responsibility under this Agreement, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance. If this Agreement is terminated as provided herein, City may require, at no additional cost to City, that Contractor provide all finished or unfinished documents, data, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

11.19.1 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11.20 MAINTENANCE AND INSPECTION OF RECORDS. 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 Agreement and/or is paying only the amounts to which Contractor is properly entitled under the Agreement or for other purposes relating to the Agreement.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Agreement.

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.

11.21 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer, or employee of the Contractor is a director, officer, or employee of the City of Vernon, or a member of any of its boards, commissions, or committees, except to the extent permitted by law.

11.22 HEADINGS. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

11.23 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code

as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 LIVING WAGES. Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "B". Upon the City's request, certified payroll records shall promptly be provided to the City.

11.25 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Agreement, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "C".

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Commencement Date stated on the cover page.

City of Vernon, a California charter City and California municipal corporation

Northwest Electrical Services LLC, a limited liability company

By: _____
Carlos R. Fandino
City Administrator

By: _____
Name: _____
Title: _____

ATTEST:

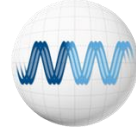
Lisa Pope, City Clerk

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
Interim City Attorney

EXHIBIT A
CONTRACTOR'S PROPOSAL



17420 Goldenview Dr.
Anchorage AK 99516
<http://nwelec.com>
Phone: 877-336-3539
Fax: 484-551-3370
email: jbizman@nwelec.com

*Design-Build-Commissioning-O&M of Electrical, Mechanical,
Automation and I&C Systems for Industry*

Proposal for Services and Material contract

November 2020 – November 2023

October 28, 2020

Forward

Northwest Electrical Services has been engaged in a three year contract from July 2018, and it has been an extremely rewarding and exciting experience. At the time of the previous contract commencement, the water system was not fully defined yet in terms of the current CIP. As the CIP developed during the last few years, some of those projects took priority over the originally planned project scope. As the water CIP progresses with ongoing work such as PP1/PP2/PP3 Electrical upgrades, Well 22, Well 23 among others, we are proud to have been involved in work completed thus far.

Projects like Well 11, Washington Street sump, Well 12 upgrade, Well 15 upgrade, PP1 control valve automation (essential to offload excess production with or without EV tank), Well 21 upgrade and substantial progress in the new Water SCADA system, have been successfully completed. Some of those projects were unplanned emergencies such as Well 12 Electrical Failure and Washington St. Sumps.

Also, we are proud and grateful to continue to support the City during emergency situations especially during this unfortunate COVID pandemic period. We have significantly expanded and invested in our remote access capabilities during this period for support.

We are proud of the relationship with the water projects team and operations staff. With the ongoing development of the new Water SCADA System we have been able to forge a strong working relationship with operations staff who regularly provide critical advice and guidance. Relationships such as the one with operations have translated into successful completion of projects and will lead to further enhancements in operational efficiency.

We have also supplied assistance as Subject Matter Experts, most notably with Bicent proceedings, where we were extensively involved in data gathering and analysis and ultimately providing expert witness testimony on the City's behalf. Additionally, we have filled temporary resource gaps in areas of SEL relay testing, and Survalent SCADA programming.

Projected Scope of Work

Now as we look forward to the next three years, dominating the work scope is the Water System CIP. However, as we have learned during the last three years, and given our wide skillset range and breadth of experience there are also unplanned events and projects that occur, that we now understand and can quantify.

1. High on the priority list remains the development of staff, either already employed or potential new hires. Training and development in almost all disciplines needs to cover two areas of focus, the first being the rapid initial development and ongoing development of operational skill sets. The second is development of project staff in technical areas such as process control and analysis, design and specification and automation skills. The goal of training and development is to prepare staff for operational upsets and build staff skills that cross current boundaries and facilitate better succession planning. Northwest Electrical Services has a very wide range of skillsets, from Management to trades, Hardware engineering, automation, construction, design – build, and have successfully transferred these skills to client staff during the course of our engagement.
2. The Water CIP as stated earlier dominates the work scope for the next two years and builds on the work already completed. As this work involves not only upgrades / construction of existing assets, but also engineering support for new assets (wells, boosters, switchgear and emergency generators) or studies, and the continued development of the new Water SCADA system. High value will be placed on autonomous control of the water system which will provide better operating efficiency overall. In addition, the new water SCADA will develop support for mobile (tablet or phone based) read only monitoring for staff and provide automated reporting. **I am confident the water system installed at the City will be a model for the efficient use of technology, assets, cyber security, redundancy and staff.** A demonstration of the new water SCADA system deployed at the City can be arranged at any time.
3. Development and training of a preventative maintenance program for the Water System’s electrical, instrumentation and automation systems is critical to maintaining what is known as four 9’s or 99.99% uptime and data integrity.
4. The Power SCADA, originally planned during the first contract term, will be progressed by leveraging the Water SCADA software platform and network hardware as the Water CIP is completed. This work involves not only a new SCADA interface but also a simulator to assist in the development of system operators.
5. Ongoing support for the HG1 and HG2 units will continue in terms of control system support and maintenance, operating analysis and troubleshooting, and black start capability to support City Hall.
6. Development of demonstration operation and simulator for one of the Station A diesel units. These units are an important part of the City’s history, are still in excellent preserved condition and are a valuable asset for the City which is known as “exclusively industrial”.
7. Subject Matter Expert and emergency assistance is allotted for and primarily involves Operations Support, third party technical analysis and recommendations, network security and resiliency, insurance support, SEL relay support, smart meter real time integration, budgeting, and City procurement support.
8. An amount is allotted for material purchases on behalf of the City (at cost), for those items where either Northwest receives a substantial discount, or low cost items approved by Management. In all cases, Northwest follows the City guidelines for competitive quotes versus item value.

The common thread in all of the above is the need for project work to be completed and intertwined with all of those activities the critical need to train and develop staff. In fact, some of the project work like the dispatch simulator, is specifically designed to train and develop staff. There have been numerous retirements, with more to come, and many new hires. Northwest is committed in every way possible to the training and development of staff.

Detailed Work Scope with Budgetary Material Cost

The following table represents the known scope and manhour estimates for projects being undertaken by the City. The total manhours largely represent engineering / commissioning expected. Based on the scope the following three years will be heavily labor intensive, representing an increase of approximately 8,300 manhours over three years as compared to the previous contract. This represents an average 60 – 65 hour work week for the three weeks out of 4 we propose to be on site.

Classification	Activity	Hardware Engineering	Construction	Controller Software Engineering	SCADA / HMI Software	Commissioning	Maintenance	Operations	NW Supplied Material	Notes	
Water CIP	Booster Plant 3	400	570	80	60	120	20	20	50000	Building / MCC	
	Booster Plant 1	400	570	80	60	120	20	20	45000	MCC / Cable / Comms	
	Pump House 2	80	80	80	80	40	10	10	5000	PLC modules and misc	
	Well 19 Upgrade	400	500	40	30	100	20	20	5000	PLC modules and misc	
	Well 20 Upgrade	240	500	40	30	100	20	20	5000	PLC modules and misc	
	Well 22	120	20	80	40	120	20	20	1000	Fiber transceivers (IE4000 only, main core switch by City)	
	Well 23	120	20	80	40	120	20	20	1000	Fiber transceivers (IE4000 only, main core switch by City)	
	EV Tank Upgrade	10	40	10	10	10	10	10	2000	Small PLC / Tubing and fittings	
	26th Street Upgrade	40	80	10	10	20	10	10	3000	Level Transmitters (Used for Washington Sump)	
	Washington Sump Pump Replacement	10	40	0	0	2	10	0	0		
	Downey Sump Upgrade	40	40	10	5	10	10	0	3000	Level Transmitters	
	Emergency Generators	240	240	5	2	100	10	0	1000	Misc Material	
	Auto Chlorination PP1, PP2, PP3 tanks	80	240	10	10	10	5	0	1000	Misc Material	
	PAX mixers PP1, PP2 and Tank Rehab	120	120	0	0	10	0	0	1000	Misc Material	
	Master Plan Support	120	0	0	0	0	0	0	0	0	
	Review Contractor Proposals / Engineering Support	360	0	0	0	0	0	0	0	0	
	System Autonomous Control	120	20	240	100	120	20	80	1000	Misc Material	
	Key Performance Indicators	0	0	120	120	4	0	0	0	0	
	Water SCADA Mobile and Remote Access	0	0	0	120	40	10	10	20000	Software Licensing	
	Water System Automated Reporting	0	0	0	180	80	16	16	10000	Software Licensing	
	Water SCADA Networking	120	80	80	80	80	20	0	5000	Fiber transceivers (IE4000 only, main core switch by City)	
	PM Program Development and Training	80	0	0	0	0	0	0	0	0	
	Water SCADA Simulator / Playback	0	0	0	80	40	0	0	0	0	
	Training and development	360	0	0	0	0	0	0	0	0	
	Remote Cell / Modem based Pressure Monitoring	80	40	40	20	10	4	4	15000	Hydrant Mounted or pipe mounted Radio Sensors	
	Power SCADA	SEL Communications / RTAC Plan	120	0	0	240	80	4	4	2000	SCADA Comms Driver Software for SEL
		Graphic Development	80	0	0	420	160	40	40	0	
		Reporting	0	0	0	240	0	0	0	0	
		Network	120	20	0	0	40	10	10	0	
		Simulator	0	0	80	120	40	10	10	0	
HG1/2	Troubleshooting and support	120	0	0	0	0	0	20	0		
	Black Start to support City Hall	120	120	80	20	40	0	8	1000	Misc Material	
Station A Diesel Demonstration	Concept / Project Mgmt	360	240	120		120					
	Subcontractor / Specialist								380300		
Subject Matter Expert and Consulting											
	Power	240									
	Water	240									
	Safety	80									
	Cybersecurity	240									
Total Hours		5260	3580	1285	2117	1736	319	352		14649	
Total Material										557300	

Previous Contract Services Terms:

Northwest previously had a two-tiered rate structure for the City of Vernon. The two tiers were necessary to ensure a minimum of 120 hours per month at an elevated rate of \$177 per hour to cover residency expenses. Since at that time, the water CIP was not developed yet, and schedules were not finalized, it was necessary to

maintain a minimum number of hours per month. Additional hours were charged at \$120 / hour. The combination of these two rates in a typical work month resulted in an effective rate of \$142.80 / hour. In addition, while the tier one rate covered air travel, the tier two did not, and any travel expenses were billed at cost. Also, Northwest has not applied or considered a cost of living rate adjustment over the past three years.

Northwest charged the flat rates above, regardless of the skill set involved. Unlike other firms, skillsets such as Project Management, Senior Engineer, Design Engineer, Commissioning Engineer, Test Engineer, Technician, , Network Design and Security, Drafting etc. all have various billable rates. The IEEE published typical rates for various industries in 2019. A few key rates to consider:

1. Utilities – Median rate \$175 / hour nationwide.
2. For the pacific census region, the median rate is \$180 / hour.
3. For Experience of 25 or more years, the median rate is \$185 / hour nationwide.

By comparison, Northwest has combined over 75 years in the Utility and process control industries. Moreover, Northwest does not simply consult, we design and build which are added costs to consultancy design fees. The previous effective rate of \$142.50 / hour is quite competitive and represents a significant value below current IEEE survey data.

Proposed Contract Services Terms:

Principal Rates

As the Water CIP and other projects and roles are now clearly defined and planned, we no longer require the minimum 120 hours per month rate 1 structure and rate 2 structures for hours in excess of 120 per month.

We are pleased to inform that the proposed rate is the same \$142.50 / hour flat rate which is inclusive of all expenses for both principals (Mark Wray and John Blizman). There will be no additional charges for travel and as in the past, never a charge for overtime or phone calls which we typically answer 24 X 7.

Additional Staff

If additional staff beyond two persons resident at any time is required, this would be at the cost of \$120 / hour + expenses billed at cost. This would be based on project requirements and must be authorized by the City before deployment. This also represents no change to the previous contract.

Cost of Living Adjustments

Northwest will maintain the practice of not applying cost of living adjustments (inflation etc.), with the sole exception of a major change in CA state tax rates. Should the future political landscape increase tax liability beyond the current levels, Northwest will review the impact and consult with the City only if the impact represents a significant cost restructuring.

Insurance

- NW already maintains the insurance levels as currently required by the City. Current Insurance certificates renewed in March 2020 are on file with the City.
- NW actively retains CA DLR Registration.

Contract Term

- The contract term is 3 years.

Material Purchases

- Northwest will purchase material as required and only as authorized by the City on a case by case basis with zero markup. The estimate for all work that we see as beneficial for Northwest to purchase is \$557,300.

Invoicing

- Invoices for Labor will be submitted once per month.
- All labor invoices shall be supported with timesheets.
- Invoices for material and/or expense cost if applicable will be submitted upon authorization by the City to purchase.
- Material or expense invoices shall be supported with vendor quotations / bills, expense receipts and prior City authorization(s) for purchase.

Estimated Costs

Based on the scope of work, and the proposed terms, Northwest estimates the cost of the labor portion of the contract to be \$2,087,482 and the material portion of the contract \$557,300, for a total of \$2,644,782.

Features of the Proposed Services and Terms

- Residency on site allows for a synergy between project completion and training and development.
- Including the residency on site, the rate structure proposed is much less than market consultant rates.
- There is consistency in the contract rate year to year.
- NW experience covers a wide spectrum of industrial design, operations and maintenance.
- Our principals have held positions in engineering, field services, start-up and commissioning, operations and plant front line to executive management. We have worked in Oil and Gas, Power Generation, Transmission and Distribution and machinery automation. We have worked in over 36 countries. Combined our principals have 76 years in direct industrial experience.
- We have demonstrated the ability and resources to pursue a concept to completion of many multi-disciplined projects. Many of these projects involved engineering, procurement and construction of civil, mechanical and electrical disciplines. Our experience in operations and maintenance ensures less downstream problems with equipment and troubleshooting.

- Unlike traditional design firms, we have substantial experience in utility plant staff management, budgeting, cost benefit analysis, cost tracking, resource and personnel management provides our clients with a partner in strategic planning and project execution. We have experience in large project estimating, IRP development including emerging technologies, contract management.
- We provide full life cycle costs of a design, factoring in O&M fixed and variable expenses, and competently analyze remaining life cycle of existing assets, including life cycle extension options.
- Our work philosophy is goal oriented. We work closely with clients and are often embedded into the client's organization as a partner as opposed to a consultant.
- We embrace, encourage and deliver client resource training. Many of our trained client professionals have successfully transitioned from a previous trade role to a design, supervisory and in a few cases to executive positions. We provide on the job training and classroom structured training.
- We can perform many generator and relay testing operations and do so regularly for Siemens.
- We have design and installation experience in Fire and gas systems.
- Our automation experience is substantial, and not limited to any specific vendors. Our experience is considerable in SCADA, PLC's and Embedded controllers. We have substantial experience in substation automation with both SEL, Siemens and Alstom. We are current and forward looking with technology. We are registered system integrators with Aveva, Schneider Electric and Rockwell Software.
- Data integration between disparate, modern and legacy systems both on the plant floor and corporate systems.
- Cyber Security design experience for all network systems.
- Aside from automation systems, we have core programming experience in many languages, Java and Java script, C++, Python, .NET.
- We have substantial database programming experience. We have developed many database applications leveraging raw field data into performance indicators on demand.
- Unlike many firms, we do not simply write specifications and plans. We have the ability to not only provide engineering and research, we have the ability to build, subcontract, manage and commission. This ability, while working closely with the client, provides a much better handover situation to operations and maintenance.
- Unlike many firms, we do not apply rates based on skillsets utilized. Our rates are fixed for a client. This gives our clients the ability to utilize our skillsets without concern over the cost of any particular resource, or type of work we may be asked to complete. We have found our rates to be very competitive, with a superior skillset matrix and the flexibility to ensure work is completed. We do not charge overtime rates and often there is no charge for off duty assistance.

While the contract reflects a significantly increased workload from the previous contract due mostly to the water CIP schedule, we are as always committed to working as efficiently as possible and as a dedicated and loyal partner with the City. We thank you for your continued trust in our services.

Sincerely,



John S. Blizman

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EXHIBIT B
SCHEDULE

EXHIBIT C

LIVING WAGE PROVISIONS

Minimum Living Wages:

A requirement that Employers pay qualifying employees a wage of no less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits.

Paid and Unpaid Days Off:

Employers provide qualifying employees at least twelve compensated days off per year for sick leave, vacation, or personal necessity, and an additional ten days a year of uncompensated time for sick leave.

No Retaliation:

A prohibition on employer retaliation against employees complaining to the City with regard to the employer's compliance with the living wage ordinance. Employees may bring an action in Superior Court against an employer for back pay, treble damages for willful violations, and attorney's fees, or to compel City officials to terminate the service contract of violating employers.

EXHIBIT D

EQUAL EMPLOYMENT OPPORTUNITY

PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, 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, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.