



**Agenda  
City of Vernon  
Regular City Council Meeting  
Tuesday, August 03, 2021, 09:00 AM  
City Hall, Council Chamber  
4305 Santa Fe Avenue  
Vernon, California**

**Melissa Ybarra, Mayor  
William Davis, Mayor Pro Tem  
Leticia Lopez, Council Member  
Crystal Larios, Council Member  
Judith Merlo, Council Member**

**MEETING ATTENDANCE PROTOCOLS**

Based on California Department of Public Health guidelines and in accordance with Governor Newsom's Executive Order N-29-20, City Council meetings will transition to a hybrid format that includes both in-person and Zoom public participation.

Physical distancing and reduced capacity in the Council Chambers will be enforced. Additionally, temperatures will be taken upon entry and masks must be worn in City Hall.

The public is encouraged to view the meeting at <http://www.cityofvernon.org/webinar-cc> or by calling (408) 638-0968, Meeting ID 922-5844-8368#.

You may submit comments to [PublicComment@ci.vernon.ca.us](mailto:PublicComment@ci.vernon.ca.us) with the subject line "August 3, 2021 City Council Meeting Public Comment Item #\_\_." Comments received prior to 8 a.m., Tuesday, August 3, 2021, 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. **City Administration**  
[Proclamation Commending and Honoring Tapatío Foods, LLC on its 50th Anniversary](#)  
Recommendation:  
Acknowledge and present a proclamation in recognition of Tapatío Foods, LLC for their 50th year in business.  
  1. [Proclamation - Tapatío Foods, LLC](#)
  
2. **City Administration**  
[City Administrator Report:](#)
  - New Business Welcome
  - Electric Distribution System Optimization
  - LED Streetlight Upgrade Project
  - American Public Gas Association (APGA) Safety Management Excellence Award
  - Graduation/Summer Kick-Off Event RecapRecommendation:  
No action is required by City Council. This is a presentation only.
  
3. **Human Resources**  
[Swearing In of Police Chief](#)  
Recommendation:  
Administer the Oath of Office to Police Chief Robert Sousa.

## 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.

4. **City Clerk**  
[Approval of Minutes](#)  
Recommendation:  
Approve the July 20, 2021 Regular City Council meeting minutes.  
  1. [20210720 City Council Minutes](#)
  
5. **Finance/Treasury**  
[Operating Account Warrant Register](#)  
Recommendation:  
Approve Operating Account Warrant Register No. 71, for the period of July 4 through July 17, 2021, totaling \$5,051,791.97 and consisting of ratification of electronic payments totaling \$4,763,814.29 and ratification of the issuance of early checks totaling \$287,977.68.  
  1. [Operating Account Warrant Register No. 71](#)

**6. Public Works**

[Public Works Department Monthly Building Report](#)

Recommendation:

Receive and file the June 2021 Building Report.

- [1. Public Works Department June 2021 Building Report](#)

**7. Public Utilities**

[Change Order No. 2 to the Construction Contract with Capital Industrial Coatings, LLC for the Rehabilitation of Reservoirs 3-1, 3-2, and 3-3](#)

Recommendation:

A. Find that the proposed capital improvement project is categorically exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301, Existing Facilities, subsection (d), because the project consists of the maintenance and rehabilitation of existing potable water storage reservoirs and involves negligible or no expansion of an existing use;

B. Approve and authorize the City Administrator to execute Change Order No. 2 to the Construction Contract with Capital Industrial Coatings, LLC., in substantially the same form as submitted, in an amount not to exceed \$164,000 for the Rehabilitation of Reservoirs 3-1, 3-2, and 3-3, adding funds in the amount of \$102,856.10 to the existing contract; and

C. Authorize a contingency amount of \$25,000 in the event of additional unforeseen changes in the project and grant authority to the City Administrator to issue Change Orders for an amount up to the contingency amount, if necessary.

- [1. Change Order No. 2](#)

- [2. Interior Photos of Reservoir 3-3](#)

**8. Police Department**

[Federal Equitable Sharing Agreement and Annual Certification Report](#)

Recommendation:

Approve and authorize the Police Chief and City Administrator to execute the Federal Equitable Sharing Agreement and Annual Certification Report.

- [1. FY 2020-2021 ESAC Form \(Draft\)](#)

**9. City Administration**

[Report on Emergency Purchases Secured by the City Administrator](#)

Recommendation:

Receive and file the report.

**10. Public Works**

[Agreement for Commercial Real Estate Brokerage Services](#)

Recommendation:

Approve and authorize the City Administrator to execute a Services Agreement with CBRE, Inc, in substantially the same form as submitted, for a three (3) year term for commercial real estate brokerage services.

- [1. RFP Commercial Real Estate Brokerage Services](#)

- [2. Agreement for Commercial Real Estate Brokerage Services](#)

## NEW BUSINESS

### 11. Public Utilities

[Attorney Services Agreement with Duncan, Weinberg, Genzer, & Pembroke, P.C.](#)

Recommendation:

Approve and authorize the City Administrator to execute an Attorney Services Agreement with Duncan, Weinberg, Genzer, & Pembroke, P.C. (DWG&P), in substantially the same form as submitted, for a three-year term in an amount not-to-exceed \$606,000, effective August 3, 2021, to provide specialized utility-related legal services to the Public Utilities Department.

[1. Attorney Services Agreement with Duncan, Weinberg, Genzer, & Pembroke, P.C.](#)

### 12. Human Resources

[Amendment to the Classification and Compensation Plan](#)

Recommendation:

A. Approve new job descriptions for the positions of Assistant to the City Administrator and Permit Technician, Senior; and revised job description for Deputy Director of Health and Environmental Control; and

B. Adopt Resolution No. 2021-27 amending Exhibits A and C of the Classification and Compensation Plan, adopted by Resolution No. 2021-16, to add two new classifications and associated salary ranges for the positions of Assistant to the City Administrator and Permit Technician, Senior.

[1. Assistant to the City Administrator](#)

[2. Permit Technician, Senior](#)

[3. Deputy Director of Health Environmental Control](#)

[4. Resolution No. 2021-27](#)

## 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. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Jerry Chavez v. City of Vernon

Los Angeles Superior Court Case No. BC719460

- 14. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**  
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)  
Number of Potential Cases: 1

- 15. PUBLIC EMPLOYMENT**  
Pursuant to Government Code Section 54957(b)(1)  
Title: City Attorney

**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 in accordance with applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours prior to the meeting.

Dated this 29<sup>th</sup> day of July, 2021.

By:   /s/    
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](http://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](mailto: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-722-2021

Submitted by: Lilia Hernandez

Submitting Department: City Administration

Meeting Date: August 3, 2021

## **SUBJECT**

Proclamation Commending and Honoring Tapatío Foods, LLC on its 50th Anniversary

## **Recommendation:**

Acknowledge and present a proclamation in recognition of Tapatío Foods, LLC for their 50th year in business.

## **Background:**

Founded in 1971 by Mr. Jose-Luis Saavedra, Sr., Tapatío Foods, LLC (Tapatío) is known for producing the Tapatío Hot Sauce that has become a staple in most American homes today. Although the Company was initially located in the neighboring City of Maywood, in 1985 Mr. Saavedra, Sr. moved their operations to a 8,500 square foot facility in Vernon. A family-owned and run business to this day, Tapatío is a well-established business that has long contributed to the local economy and community.

The company's business culture remains true to the founder's values, and is one of shared responsibility wherein the management and each employee plays a part in taking care of the customer, the business, and the community. Tapatío has been in the City of Vernon for over 36 years throughout which they have created countless jobs and supported the local economy. By 1996, Tapatío's growth and popularity necessitated the establishment of a larger 30,000 square foot custom built facility that could accommodate the demand for Tapatío Hot Sauce, the company's flagship product. Today, the Company's manufacturing and warehousing facilities in Vernon are a combined 50,000 square feet.

In addition to their brand name hot sauce, Tapatío continues to explore new products and has built an extensive licensing portfolio with products including ramen noodle soups, beverage mixes, and snacks and partnered with various brands including Frito-Lay, BIG's sunflower seeds, Colorado Premium meats, StarKist Tuna and more.

Tapatío is an active partner of the community and supports local organizations including Children's Hospital of Los Angeles, White Memorial Hospital, the Boys and Girls Club along with the regional Food Bank. In Vernon, Tapatío is a member of the Vernon Chamber of Commerce.

As part of the City's Business Appreciation & Recognition Program, the City is pleased to recognize Tapatío for this milestone anniversary and looks forward to many more years of success for the company.

## **Fiscal Impact:**

The cost associated with this item is minimal and was included in the current fiscal year budget as part of funds earmarked for the City's Business Appreciation & Recognition Program.

## **Attachments:**

1. [Proclamation - Tapatío Foods, LLC](#)



**A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL  
OF THE CITY OF VERNON COMMENDING AND HONORING  
TAPATIO FOODS, LLC ON ITS 50<sup>TH</sup> ANNIVERSARY**

*WHEREAS, Tapatio Foods, LLC (Tapatio) was founded in March of 1971 by Mr. Jose-Luis Saavedra, Sr., and is known for producing Tapatio Hot Sauce, a staple in most American homes today; and*

*WHEREAS, Tapatio was originally located in the neighboring City of Maywood, and in 1985 Mr. Saavedra, Sr. moved their operations to an 8,500 square foot facility in Vernon; and*

*WHEREAS, by 1996, Tapatio's growth and popularity necessitated the establishment of a larger custom built 30,000 square foot facility that could accommodate the increasing demand for Tapatio Hot Sauce, the company's flagship product; and*

*WHEREAS, the Saavedra family still runs the day-to-day operations of the Company to this day and a new generation of Saavedra's remains committed to family tradition, and*

*WHEREAS, Tapatio's business culture remains true to its founder's values, and is one of shared responsibility wherein the management and each employee plays a part in taking care of the customer, the business, and the community; and*

*WHEREAS, Tapatio has been in the City of Vernon for over 36 years, during which time they have created countless jobs and supported the local economy and community; and*

*WHEREAS, Tapatio exemplifies the "Vernon Means Business" motto with its extensive licensing portfolio and expansion in the City, today owning and operating manufacturing and warehousing facilities that comprise a combined 50,000 square feet; and*

*WHEREAS, Tapatio has licensed and/or developed a variety of popular products including ramen noodle soups, beverage mixes, and snacks through partnerships with various national brands including Frito-Lay, BIG's Sunflower Seeds, Colorado Premium Meats, and StarKist Tuna; and*

*WHEREAS, Tapatio is an active partner of the community and supports local organizations including Children's Hospital of Los Angeles, White Memorial Hospital, the Boys and Girls Club, and the regional Food Bank; and*

*WHEREAS, as a member of the Vernon Chamber of Commerce, Tapatio is committed to sustaining economic growth in the region; and*

*WHEREAS, Tapatio Foods, LLC is a true American success story whose semicentennial anniversary and many contributions to the local community during the past 50 years warrant recognition.*

**NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY COMMENDS AND CONGRATULATES TAPATIO FOODS, LLC ON ITS 50<sup>TH</sup> ANNIVERSARY. THIS PROCLAMATION IS BEING PRESENTED TO TAPATIO FOODS, LLC BY THE HONORABLE MAYOR MELISSA YBARRA FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 3<sup>RD</sup> DAY OF AUGUST TWO THOUSAND AND TWENTY-ONE.**



CITY OF VERNON

By: \_\_\_\_\_  
MELISSA YBARRA, Mayor



# City Council Agenda Item Report

Agenda Item No. COV-684-2021

Submitted by: Carlos Fandino

Submitting Department: City Administration

Meeting Date: August 3, 2021

## **SUBJECT**

City Administrator Report:

- New Business Welcome
- Electric Distribution System Optimization
- LED Streetlight Upgrade Project
- American Public Gas Association (APGA) Safety Management Excellence Award
- Graduation/Summer Kick-Off Event Recap

## **Recommendation:**

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

## **Background:**

The City Administrator Report is a monthly presentation highlighting City projects, responses to Council inquiries, and events and activities of interest to the community. The report will be available at the time of the meeting.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

# City Council Agenda Item Report

Agenda Item No. COV-728-2021

Submitted by: Michael Earl

Submitting Department: Human Resources

Meeting Date: August 3, 2021

## **SUBJECT**

Swearing In of Police Chief

## **Recommendation:**

Administer the Oath of Office to Police Chief Robert Sousa.

## **Background:**

At its meeting of July 20, 2021, the City Council approved the appointment of Robert Sousa to serve as Police Chief of the City of Vernon effective July 29, 2021. A formal swearing-in ceremony is scheduled for the August 3, 2021 Council Meeting. The City Clerk will administer the Oath of Office to Police Chief Robert Sousa.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

# City Council Agenda Item Report

Agenda Item No. COV-680-2021  
Submitted by: Sandra Dolson  
Submitting Department: City Clerk  
Meeting Date: August 3, 2021

## **SUBJECT**

Approval of Minutes

## **Recommendation:**

Approve the July 20, 2021 Regular City Council meeting minutes.

## **Background:**

Staff has prepared and hereby submits the minutes for approval.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

1. [20210720 City Council Minutes](#)

**MINUTES  
VERNON CITY COUNCIL  
REGULAR MEETING  
TUESDAY, JULY 20, 2021  
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

**CALL TO ORDER**

Mayor Ybarra called the meeting to order at 9:01 a.m.

**FLAG SALUTE**

The Vernon Police Department Honor Guard presented the Colors and led the Flag Salute.

**ROLL CALL**

**PRESENT:** Melissa Ybarra, Mayor  
William Davis, Mayor Pro Tem  
Leticia Lopez, Council Member  
Crystal Larios, Council Member  
Judith Merlo, Council Member

**STAFF PRESENT:**

Zaynah Moussa, Interim City Attorney  
Lisa Pope, City Clerk  
Angela Kimmey, City Administration  
Scott Williams, Finance Director  
Todd Dusenberry, Public Utilities Assistant General Manager  
Veronica Petrosyan, Environmental Health Program Administrator  
Michael Earl, Human Resources Director  
Anthony Miranda, Police Chief  
Dan Wall, Public Works Director

**APPROVAL OF THE AGENDA**

**MOTION**

Council Member Lopez moved and Council Member Larios seconded a motion to approve the agenda. The question was called and the motion carried unanimously.

**PUBLIC COMMENT**

Susie Ybarra commended Chief Miranda for his service to the City.

## **PRESENTATIONS**

### **1. Recognition of Retiring Employee - Anthony Miranda, Police Chief**

Recommendation: Acknowledge and present a proclamation to retiring Police Chief, Anthony Miranda, in recognition of his dedicated law enforcement career and service to the City of Vernon.

City Clerk Pope read the Proclamation. Mayor Ybarra presented the Proclamation to Anthony Miranda, Police Chief, in recognition of his dedicated service to the City of Vernon.

Chief Miranda thanked the Council and City of Vernon for the opportunity to serve.

Anthony Selva, Huntington Park Youth Football, presented a jersey to Chief Miranda thanking him for his service.

Marissa Olguin, Vernon Chamber of Commerce, thanked Chief Miranda for leading the City of Vernon Police Department.

### **2. California Highway Patrol (CHP) "10851" Grand Theft Auto Recovery Award**

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

Police Chief Miranda introduced Captain Gill, California Highway Patrol, who acknowledged Officer Theresa Flores for receiving the California Highway Patrol (CHP) "10851" Grand Theft Auto Recovery Award.

### **3. Employee Service Pin Awards for June 2021**

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

Human Resources Director Earl acknowledged William J. Davis, Council Member; Jose M. Ramos, Police Officer; Kent M. Stevenson Jr., Police Officer; Michael E. Shehata, Senior Information Technology Analyst as recipients of the Employee Service Pin awards for June 2021.

### **4. Capital Improvement Project Bond Funded Water Project Update**

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

Public Utilities Assistant General Manager Dusenberry presented a PowerPoint regarding the Capital Improvement Project Bond Funded Water Project Update.

## **CONSENT CALENDAR**

### **MOTION**

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

The Consent Calendar consisted of the following items:

5. **Appointment of Zaynah N. Moussa as Interim City Attorney**  
Recommendation: Adopt Resolution No. 2021-23 affirming the appointment of Zaynah N. Moussa as Interim City Attorney.
6. **Approval of Minutes**  
Recommendation: Approve the June 15, 2021 Regular and July 6, 2021 Special City Council meeting minutes.
7. **City Payroll Warrant Register**  
Recommendation: Approve City Payroll Warrant Register No. 781, for the period of June 1 through June 30, 2021, totaling \$2,303,635.71 and consisting of ratification of direct deposits, checks and taxes totaling \$1,493,040.35 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$810,595.36 paid through operating bank account.
8. **Operating Account Warrant Register**  
Recommendation: Approve Operating Account Warrant Register No. 70, for the period of May 30 through July 3, 2021, totaling \$19,754,463.15 and consisting of ratification of electronic payments totaling \$19,272,874.93, ratification of the issuance of early checks totaling \$481,588.22 and voided Check Nos. 607524 and 607547 totaling \$6,300.00.
9. **Fire Department Activity Report**  
Recommendation: Receive and file the May 2021 Report.
10. **Police Department Activity Report**  
Recommendation: Receive and file the May 2021 Report.
11. **Public Works Department Monthly Report**  
Recommendation: Receive and file the May 2021 Building Report.
12. **Public Utilities Water Division Vehicle Purchase**  
Recommendation: Approve the purchase of one (1) Ford F-550 with Enoven Crane Body & Equipment for \$72,718.41; one (1) Ford F-550 with Enoven E-series Dump Body & Equipment for \$131,659.47; and three (3) Ford F-450 Construction Trucks with a CTEC Utility Truck Bed for \$160,425.22 each from National Fleet Auto Group, for a total cost of \$685,653.54.
13. **Acceptance of Electrical Easement at 4551 Loma Vista Boulevard (APN 6304-022-059)**  
Recommendation: A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review under CEQA Guidelines Section 15061(b)(3), the general rule that CEQA applies only to activities that have the potential for causing a significant effect on the environment; accepting a utility easement does not have the potential for significant effect on the environment, and therefore is exempt from CEQA; and B. Accept the Electrical Easement and authorize the Mayor to execute the Certificate of Acceptance.
14. **Award of City Contract No. CS-1267 Alameda Street Repairs at Union Pacific Railroad Crossing**  
Recommendation: A. Find that the award of the proposed Capital Improvement Project Alameda Street Repairs at Union Pacific Railroad Crossing is categorically exempt under the California Environmentally Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301 (Existing Facilities), part (c) (existing highways and streets), because the project is merely to repair existing streets and involves no expansion of existing use; B.

Accept the bid proposal from Onyx Paving Company Inc., as the lowest responsive and responsible bidder for the Alameda Street Repairs project and reject all other bids; C. Approve and authorize the City Administrator to execute Contract No. CS-1267 in the amount of \$123,000 for the Alameda Street Repairs at Union Pacific Railroad Crossing, for a period not to exceed 30 calendar days; and D. Authorize a contingency of \$12,000 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue a change order for an amount up to the contingency amount, if necessary.

15. **Fiscal Year 2020-2021 Vernon CommUNITY Fund Grant Committee Activity Report**  
Recommendation: Receive and file the report, as it is being provided for informational purposes only.

16. **Taskforce for Regional Autotheft Prevention (TRAP) Memorandum of Understanding**

Recommendation: Approve and authorize the City Administrator and Chief of Police to execute a Memorandum of Understanding (MOU) and Funding Agreement between the County of Los Angeles Sheriff's Department and the City of Vernon.

17. **Appointment of Health Officer for the City of Vernon**

Recommendation: A. Find that it is in the best interests of the City to award a services agreement for Health Officer Services to Dr. Laurene Mascola, M.D., MPH, without a competitive selection process; and B. Adopt Resolution No. 2021-24 appointing Laurene Mascola, M.D., MPH as Health Officer for the City of Vernon and approving and authorizing the execution of a services agreement for Health Officer Services.

18. **Application(s) for CalRecycle Payment Programs**

Recommendation: Adopt Resolution No. 2021-25 approving and authorizing the Director of the Health and Environmental Control Department to receive and spend payment program funds from the Department of Resources Recycling and Recovery (CalRecycle) and to delegate authority to the County of Los Angeles to apply for and receive funds to administer the Used Oil Payment Program on behalf of the City and repealing all resolutions in conflict therewith, specifically Resolution No. 2018-09.

19. **Attorney Services Agreement with Alvarez-Glasman & Colvin for Outside Legal Services**

Recommendation: Approve and authorize the City Administrator to enter into an Attorney Services Agreement between the City of Vernon and Alvarez-Glasman & Colvin, in substantially the same form as submitted, in order to complete pending assignments, for an amount not to exceed \$50,000.

20. **Demand Response Provider Agreement between the California Independent System Operator (CAISO) and City of Vernon**

Recommendation: Approve and authorize the City Administrator to execute the Demand Response Provider Agreement with the California Independent System Operator (CAISO), in substantially the same form as submitted, to ensure the City's continued use of its interruptible agreement with Matheson Tri-Gas as a credit towards its monthly Resource Adequacy requirement.

## **NEW BUSINESS**

### **21. Consideration of Helping Hands Society of Los Angeles Fee Waiver**

Recommendation: A. Find that the proposed action is exempt under the California Environmental Quality Act (“CEQA”) review, because it is a continuing administrative activity that will not result in any direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378, and to the extent the Helping Hands Society of Los Angeles seeks to engage in actual physical construction or development, such would be subject to separate and independent CEQA review and analysis; and B. Waive occupancy permit and business license fees.

Public Works Director Wall presented the staff report.

## **MOTION**

Council Member Lopez moved and Council Member Larios seconded a motion to: A. Find that the proposed action is exempt under the California Environmental Quality Act (“CEQA”) review, because it is a continuing administrative activity that will not result in any direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378, and to the extent the Helping Hands Society of Los Angeles seeks to engage in actual physical construction or development, such would be subject to separate and independent CEQA review and analysis; and B. Waive occupancy permit and business license fees. The question was called and the motion carried unanimously.

### **22. Appointment of Robert Sousa as Police Chief**

Recommendation: Adopt Resolution No. 2021-26 appointing Robert Sousa to serve as Police Chief for the City of Vernon effective July 29, 2021, and approving and authorizing the execution of a related at-will employment agreement.

Human Resources Director Earl presented the staff report.

## **MOTION**

Council Member Lopez moved and Mayor Pro Tem Davis seconded a motion to adopt Resolution No. 2021-26 appointing Robert Sousa to serve as Police Chief for the City of Vernon effective July 29, 2021, and approving and authorizing the execution of a related at-will employment agreement. The question was called and the motion carried unanimously.

### **23. Commission and Committee Appointments**

Recommendation: A. Appoint one Council Member Representative (term ending June 30, 2024) to the Business and Industry Commission; B. Appoint one Labor Representative (term ending June 30, 2024) to the Green Vernon Commission; C. Appoint Vernon CommUNITY Fund Grant Committee Members to fill the following vacancies:

- a. one Vernon Area Representative (term ending June 30, 2022);
- b. three Vernon Area Representatives (term ending June 30, 2025); and



- c. one Council Member Representative (term ending June 30, 2025); and D. Appoint Vernon Housing Commission Members to fill the following vacancies:
  - a. one Business Representative (term ending June 30, 2025)
  - b. one Vernon Resident (term ending June 30, 2025); and
  - c. one Council Member (term ending June 30, 2025).

City Clerk Pope presented the staff report.

**MOTION**

Council Member Lopez moved and Mayor Ybarra seconded a motion to appoint Council Member Larios as the Council Member Representative (term ending June 30, 2024) to the Business and Industry Commission. The question was called and the motion carried unanimously.

**MOTION**

Council Member Lopez moved and Mayor Ybarra seconded a motion to appoint Stan Stosel as the Labor Representative (term ending June 30, 2024) to the Green Vernon Commission. The question was called and the motion carried unanimously.

**MOTION**

Mayor Ybarra moved and Council Member Larios seconded a motion to appoint Council Member Lopez as the Council Member Representative (term ending June 30, 2025) to the Vernon CommUNITY Fund Grant Committee. The question was called and the motion carried unanimously.

**MOTION**

Council Member Larios moved and Mayor Ybarra seconded a motion to appoint Ronit Edry as the Vernon Area Representative (term ending June 30, 2022); and Steven Froberg, Frank Gaviña, and Michelle Ybarra as the Vernon Area Representatives (terms ending June 30, 2025) to the Vernon CommUNITY Fund Grant Committee. The question was called and the motion carried unanimously.

**MOTION**

Mayor Ybarra moved and Mayor Pro Tem Davis seconded a motion to appoint Council Member Lopez as the Council Member (term ending June 30, 2025) to the Vernon Housing Commission. The question was called and the motion carried unanimously.

**MOTION**

Council Member Larios moved and Council Member Lopez seconded a motion to appoint Juliet Goff as the Business Representative (term ending June 30, 2025) to the Vernon Housing Commission. The question was called and the motion carried unanimously.

**MOTION**

Council Member Lopez moved and Council Member Merlo seconded a motion to appoint Steven Froberg as the Vernon Resident (term ending June 30, 2025) to the Vernon Housing Commission. The question was called and the motion carried unanimously.

**24. City Council Appointments to Outside Agencies**

Recommendation: A. Appoint a representative to the Central Basin Water Association; B. Appoint an alternate to the Independent Cities Association; C. Appoint an alternate to the Independent Cities Finance Authority; D. Appoint a representative to the Southern California Association of Governments; and E. Appoint a representative to the Vernon Solid Waste Hearing Panel.

City Clerk Pope presented the staff report.

**MOTION**

Mayor Ybarra moved and Mayor Pro Tem Davis seconded a motion to appoint Council Member Merlo as the delegate to the Central Basin Water Association. The question was called and the motion carried unanimously.

**MOTION**

Mayor Ybarra moved and Council Member Merlo seconded a motion to appoint Council Member Larios as the alternate to the Independent Cities Association. The question was called and the motion carried unanimously.

**MOTION**

Mayor Ybarra moved and Council Member Larios seconded a motion to appoint Council Member Merlo as the alternate to the independent Cities Finance Authority. The question was called and the motion carried unanimously.

**MOTION**

Mayor Ybarra moved and Council Member Lopez seconded a motion to appoint Council Member Merlo as a representative on the Vernon Solid Waste Hearing Panel. The question was called and the motion carried unanimously.

**MOTION**

Mayor Ybarra moved and Council Member Larios seconded a motion to appoint Council Member Lopez as the delegate to the Southern California Association of Governments. The question was called and the motion carried unanimously.

**ORAL REPORTS**

**City Administrator Reports on Activities and other Announcements.**

Angela Kimmey, City Administration, provided an update on COVID-19; announced National Night Out on August 3, 2021, from 5:00 p.m. to 7:00 p.m.; and recognized Chief Miranda on his retirement.

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

None.

**RECESS**

Mayor Ybarra recessed the meeting to Closed Session at 10:06 a.m.

**CLOSED SESSION**

**25. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (3)**

Government Code Section 54956.9(d)(1)

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

Christina Sanchez v. City of Vernon, et al.  
Los Angeles Superior Court Case No. 19STCV38779

Ismael Martines v. City of Vernon, et al.  
Los Angeles Superior Court Case No. 19STCV21341

**RECONVENE**

At 11:13 a.m., Mayor Ybarra adjourned Closed Session and reconvened the regular meeting.

**CLOSED SESSION REPORT**

Interim City Attorney Moussa reported that the Council discussed the items on the agenda and took no reportable action.

**ADJOURNMENT**

Mayor Ybarra adjourned the meeting at 11:14 a.m.

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MELISSA YBARRA, Mayor

ATTEST:

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LISA POPE, City Clerk  
(seal)

# City Council Agenda Item Report

Agenda Item No. COV-730-2021

Submitted by: John Lau

Submitting Department: Finance/Treasury

Meeting Date: August 3, 2021

## **SUBJECT**

Operating Account Warrant Register

### **Recommendation:**

Approve Operating Account Warrant Register No. 71, for the period of July 4 through July 17, 2021, totaling \$5,051,791.97 and consisting of ratification of electronic payments totaling \$4,763,814.29 and ratification of the issuance of early checks totaling \$287,977.68.

### **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. 71 covering claims and demands presented during the period of July 4 through July 17, 2021, 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. 71, totals \$5,051,791.97. 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. 71.

### **Attachments:**

1. [Operating Account Warrant Register No. 71](#)



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

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: 7/27/2021

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

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

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**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	\$ 989.10	Recalculation Charges 09/18	202106293149560				
				119				
	055.9200.500180	\$ 338.42	Recalculation Charges 09/18	202106293149560				
				119				
	055.9200.500170	\$ -0.43	Recalculation Charges 09/18	202106293149560				
				119				
	055.9200.500150	\$ 5,609.96	Recalculation Charges 03/21	202106293149560				
				119				
	055.9200.500170	\$ 220.47	Recalculation Charges 03/21	202106293149560				
				119				
	055.9200.500190	\$ -4,490.86	Recalculation Charges 03/21	202106293149560				
				119				
055.9200.500210	\$ -3.98	Recalculation Charges 03/21	202106293149560					
			119					
055.9200.500150	\$ 302,862.39	Initial Charges 06/21	202106293149560					
			119					
055.9200.500170	\$ 20,490.85	Initial Charges 06/21	202106293149560					
			119					
055.9200.500190	\$ 21,364.37	Initial Charges 06/21	202106293149560					
			119					
055.9200.500210	\$ 15,713.77	Initial Charges 06/21	202106293149560					
			119					
						07/06/2021	11517	\$ 363,094.06
004882 - NEOGOV	011.9019.590110	\$ 16,189.86	Onboard & Perform Subscription~	INV19340				
	011.9019.590110	\$ 9,298.82	Governmentjobs & Insight Subscription~	INV19341				
						07/07/2021	11518	\$ 25,488.68

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001658 - WATER REPLENISHMENT DISTRICT	020.1084.500110	\$ 237,970.72	Groundwater Production & Assessment	062421		07/07/2021	11519	\$ 237,970.72
006198 - JRM	055.8100.596200	\$ 73,476.00	Security Services~	5187				
	055.9000.596200	\$ 12,168.00	Security Services~	5188		07/08/2021	11520	\$ 85,644.00
006687 - NDS	011.1004.520000	\$ 518.05	Postage	786177		07/08/2021	11521	\$ 518.05
001481 - VERIZON WIRELESS	055.9000.560010	\$ 986.00	Period: 08/08/20 - 09/07/20	090720_MULTIPLE(2)				
	055.8000.560010	\$ 1,530.68	Period: 08/08/20 - 09/07/20	090720_MULTIPLE(2)				
	055.8200.560010	\$ 2,744.77	Period: 08/08/20 - 09/07/20	090720_MULTIPLE(2)				
	056.5600.560010	\$ 300.16	Period: 08/08/20 - 09/07/20	090720_MULTIPLE(2)		07/15/2021	11522	\$ 5,561.61
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 262,444.34	Astoria 2 Solar Project	ATSP0721		07/08/2021	11523	\$ 262,444.34
001401 - CENTRAL BASIN MWD	020.1084.500130	\$ 20,886.33	Potable & Recycled Water	VERMAY21		07/08/2021	11524	\$ 20,886.33

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003266 - AON RISK INSURANCE SERVICES WE	011.1004.503035	\$ 11,140.80	Contractors Equipment Coverage	8200000302243				
	011.1004.503035	\$ 31,420.00	Commercial Property Coverage	8200000302275				
	055.9000.503035	\$ 454,648.00	Commercial Property Coverage	8200000302300				
	011.1004.503035	\$ 67,624.00	Commercial Property Coverage	8200000302345				
	011.1004.503035	\$ 92,500.00	Service Fee	8200000302448				
	011.1004.503035	\$ 150,080.25	Excess Workers Compensation	8200000302598				
	011.1004.503035	\$ 116,656.55	Excess Liability Coverage	8200000302599				
	011.1004.503035	\$ 186,500.00	Excess Liability Coverage	8200000302600				
	011.1004.503035	\$ 92,317.50	Excess Liability Coverage	8200000302601				
	011.1004.503035	\$ 32,051.25	Terrorism Coverage	8200000302607				
	011.1004.503035	\$ 30,732.36	Environmental Site Liability Coverage	8200000302683				
	011.1004.503035	\$ 46,625.00	Excess Liability Coverage	8200000302710				
	011.1004.503035	\$ 25.20	Blanket Accident Coverage	8200000302713				
	011.1004.503035	\$ 1,436.01	General Liability Coverage	8200000302719				
						07/15/2021	11525	\$ 1,313,756.92
005067 - BIOFUEL GENERATION SERVICES, L	055.9200.500162	\$ 4,524.00	Biomethane	RPS62021				
						07/15/2021	11526	\$ 4,524.00
007089 - CAPITAL INDUSTRIAL COATINGS	020.1084.900000	\$ 146,015.00	Rehabilitation of Reservoirs~	070721				
						07/15/2021	11527	\$ 146,015.00



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003405 - COMMUNICATIONS SUPPLY CORP	057.1057.520000	\$ 1,097.41	Communication Supplies~	449409	057.0000087	07/15/2021	11528	\$ 1,097.41
000947 - DAILY JOURNAL CORPORATION	011.1043.550000	\$ 220.00	Publication Services	B3476004		07/15/2021	11529	\$ 220.00
000195 - ITRON, INC	055.7100.595200	\$ 6,155.85	Hardware & Software Maintenance~	592940		07/15/2021	11530	\$ 16,620.50
	055.7100.595200	\$ 10,464.65	Software Maintenance~	593100				
005108 - JEMMOTT ROLLINS GROUP, INC	011.1021.797000	\$ 8,100.00	Professional Services~	JUN21		07/15/2021	11531	\$ 8,100.00
005614 - NORTHWEST ELECTRICAL SERVICES,	020.1084.900000	\$ 5,700.00	Technical Design Services	1802		07/15/2021	11532	\$ 58,852.50
	055.8200.596200	\$ 855.00	Technical Design Services	1802				
	020.1084.900000	\$ 52,297.50	Technical Design Services	1802				
005925 - SHI INTERNATIONAL CORP	011.9019.590110	\$ 4,178.20	Anti-Virus Software for City Hall~	B13495057	011.0014828	07/15/2021	11533	\$ 4,178.20
006786 - BELL BURNETT & ASSOCIATES	055.9000.593200	\$ 20,000.00	Monthly Retainer~	1023		07/15/2021	11534	\$ 20,000.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006786 - BELL BURNETT & ASSOCIATES	055.9000.593200	\$ 20,000.00	Monthly Retainer~	1029		07/15/2021	11535	\$ 20,000.00
007030 - EMPIRE TODAY, LLC	011.1049.590000	\$ 3,397.00	Deposit	15312953172		07/16/2021	11536	\$ 3,397.00
002459 - PORT CANAVERAL PWR CONSULTANTS	055.9000.596200	\$ 11,000.00	Consultation & Support Services	VERNVPVHJUNE2021		07/16/2021	11537	\$ 11,000.00
003049 - PETRELLI ELECTRIC, INC	055.9100.900000	\$ 283,875.99	Electric Service Maintenance 06/21	210221				
	057.1057.900000	\$ 3,143.58	Electric Service Maintenance 06/21	210221				
	055.8300.590000	\$ 560,246.95	Electric Service Maintenance 06/21	210221				
	055.8000.590000	\$ 24,352.82	Electric Service Maintenance 06/21	210221				
	057.1057.590000	\$ 26,736.40	Electric Service Maintenance 06/21	210221				
	055.9100.900000	\$ 953,178.00	Bond Projects	210221		07/15/2021	11538	\$ 1,851,533.74

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**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	\$ 27.09	Initial Charges 06/21	202107063149660				
				534				
	055.9200.500150	\$ 2,190.10	Recalculation Charges 03/21	202107063149660				
				563				
	055.9200.500170	\$ 253.75	Recalculation Charges 03/21	202107063149660				
				563				
	055.9200.500190	\$ -11,112.43	Recalculation Charges 03/21	202107063149660				
				563				
	055.9200.500190	\$ 0.05	Recalculation Charges 06/18	202107063149660				
				563				
	055.9200.500150	\$ 275,265.34	Initial Charges 06/21	202107063149660				
				563				
	055.9200.500170	\$ 1,182.79	Initial Charges 06/21	202107063149660				
				563				
	055.9200.500190	\$ 5,279.74	Initial Charges 06/21	202107063149660				
				563				
	055.9200.500210	\$ 13,238.10	Initial Charges 06/21	202107063149660				
				563				
						07/12/2021	11539	\$ 286,324.53
001552 - HOME DEPOT CREDIT SERVICES	011.1049.590000	\$ 1,199.00	Refrigerator~	050621_MULTIPLE	011.0014756			
	011.1049.590000	\$ 122.90	Sales Tax 10.25	050621_MULTIPLE				
						07/12/2021	11540	\$ 1,321.90

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001552 - HOME DEPOT CREDIT SERVICES	056.5600.520000	\$ 617.58	Building Supplies ~	040521_MULTIPLE	056.0000617			
	055.8000.590000	\$ 482.90	Small Tools, Plumbing, & Hardware	042221_MULTIPLE	055.0002809			
	055.8100.520000	\$ 587.04	Small Tools, Plumbing, & Hardware	042221_MULTIPLE	055.0002809			
	056.5600.520000	\$ 975.85	Building Supplies ~	052021_MULTIPLE	056.0000617			
	055.8100.520000	\$ 49.66	Small Tools, Plumbing, & Hardware	052121_MULTIPLE	055.0002809			
	055.8400.590000	\$ 73.64	Small Tools, Plumbing, & Hardware	052121_MULTIPLE	055.0002809			
	020.1084.520000	\$ 1,794.70	Building Materials & Hardware~	052521_MULTIPLE	011.0014441			
						07/12/2021	11541	\$ 4,581.37

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT	
002190 - OFFICE DEPOT	011.1002.520000	\$ 128.48	Supplies	155235724001					
	011.1002.520000	\$ 9.00	Supplies	155990335001					
	011.9019.520000	\$ 14.03	Supplies	158691227002					
	011.1002.550000	\$ 22.75	Supplies	158692121001					
	011.9019.520000	\$ 22.08	Supplies	158692121001					
	011.1049.520000	\$ 343.89	Supplies	160345362001					
	011.1002.520000	\$ 24.63	Supplies	171621880001					
	011.1023.550000	\$ 1,101.95	Supplies	171622919001					
	011.1031.520000	\$ 250.83	Supplies	172257999001					
	011.1031.520000	\$ 72.08	Supplies	172297098001					
	011.1031.520000	\$ 264.56	Supplies	172297100001					
	011.1031.520000	\$ 90.38	Supplies	172297102001					
	011.1004.520000	\$ 146.21	Supplies	173195914001					
	011.1004.520000	\$ 11.79	Supplies	173196308001					
	011.1004.520000	\$ 20.93	Supplies	173198312001					
	011.1003.520000	\$ 17.42	Supplies	175090803001					
	011.1003.520000	\$ 16.52	Supplies	176742545001					
	011.1004.520000	\$ 64.39	Supplies	177478404001					
							07/12/2021	11542 \$	2,621.92
	001581 - THE GAS COMPANY	011.1033.560000	\$ 18.80	Period: 05/10/21 - 06/09/21	061121				
056.5600.560000		\$ 21.93	Period: 05/11/21 - 06/10/21	061421					
						07/12/2021	11543 \$	40.73	

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000059 - SO CAL EDISON	011.1049.560000	\$ 53.58	Period: 04/29/21 - 05/27/21	052821(2)				
	011.1049.560000	\$ 444.33	Period: 05/01/21 - 05/31/21	060121(2)				
						07/14/2021	11544	\$ 497.91
001581 - THE GAS COMPANY	011.1049.560000	\$ 36.29	Period: 05/10/21 - 06/09/21	061121(2)				
	011.1049.560000	\$ 1,054.80	Period: 05/11/21 - 06/10/21	061421(2)				
	011.1049.560000	\$ 1,104.22	Period: 05/11/21 - 06/10/21	061421(3)				
						07/14/2021	11545	\$ 2,195.31
001552 - HOME DEPOT CREDIT SERVICES	011.1043.520000	\$ 683.13	Small Tools & Plumbing Hardware~	052721_MULTIPLE	011.0014456			
	011.1048.520000	\$ 2,604.30	Small Tools & Plumbing Hardware~	052721_MULTIPLE	011.0014456			
	011.1049.520000	\$ 2,040.13	Small Tools & Plumbing Hardware~	052721_MULTIPLE	011.0014456			
						07/15/2021	11546	\$ 5,327.56
<b>TOTAL ELECTRONIC</b>								<b>\$ 4,763,814.29</b>

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006054 - BEARCOM	011.1031.596200	\$ 1,047.35	SC Service Agreement	5206651		07/07/2021	607642	\$ 1,047.35
005366 - BLACK & WHITE EMERGENCY VEHICL	011.1031.850000	\$ 6,003.14	Complete Patrol Unit Emergency	4000	011.0014599			
	011.4031.850000	\$ 5,323.54	Complete Patrol Unit Emergency	4000	011.0014599			
	011.1031.850000	\$ 2,167.70	Labor Charge: Installation of all	4000	011.0014599			
	011.4031.850000	\$ 1,922.30	Labor Charge: Installation of all	4000	011.0014599			
	011.1031.850000	\$ 615.33	Sales Tax 10.25	4000				
	011.4031.850000	\$ 545.65	Sales Tax 10.25	4000				
						07/07/2021	607643	\$ 16,577.66
001783 - CAL MUNICIPAL UTILITIES ASSOC	055.9000.596550	\$ 83,596.00	Annual Dues FY 2021-2022	200168		07/07/2021	607644	\$ 83,596.00
004163 - CENTRAL FORD	011.1046.520000	\$ 188.00	Clock Spring Kit~	C70134	011.0014696			
	011.1046.590000	\$ 362.50	Labor to diagnose & repair.	C70134	011.0014696			
	011.1046.520000	\$ 19.27	Sales Tax 10.25	C70134				
						07/07/2021	607645	\$ 569.77
001936 - EMPIRE CLEANING SUPPLY	011.1049.520000	\$ 2,616.00	GP White Multifold Towel ~	S4533263001	011.0014755			
	011.1049.520000	\$ 268.14	Sales Tax 10.25	S4533263001				
						07/07/2021	607646	\$ 2,884.14

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000524 - FERGUSON WATERWORKS	020.1084.520000	\$ 980.05	8" MJ x FLG DI RW OL GATE VALVE L/A~	751722	011.0014761			
	020.1084.520000	\$ 473.16	Double Mueller Bronze 8" x 2" IP Saddle	751722	011.0014761			
	020.1084.520000	\$ 2,308.90	Mueller Safety Flange Kit 5-1/4" " ~	751722	011.0014761			
	020.1084.520000	\$ 385.62	Sales Tax 10.25	751722				
						07/07/2021	607647	\$ 4,147.73
006378 - GEC DURHAM INDUSTRIES, INC	055.8000.900000	\$ 4,140.00	Metering Inventory~	GI21400829	055.0002873			
						07/07/2021	607649	\$ 4,140.00
001712 - GRAINGER, CO	011.1049.520000	\$ 531.13	Building Hardware~	9851007865	011.0014464			
	011.1049.520000	\$ 156.24	Building Hardware~	9871468105	011.0014464			
	055.8100.520000	\$ 22.24	Materials & Tools~	9920268779	055.0002801			
	055.8100.520000	\$ 6.90	Materials & Tools~	9920563005	055.0002801			
						07/07/2021	607650	\$ 716.51
000706 - INFRASTRUCTURE ENGINEERING COR	020.1084.900000	\$ 16,050.00	Professional Services 05/21	13815				
						07/07/2021	607651	\$ 16,050.00



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**EARLY CHECKS**

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	\$ 43.76	Small Tools, Plumbing & Building	114509	011.0014465			
	011.1046.520000	\$ 88.65	Small Tools, Plumbing & Building	114882	011.0014465			
	011.1048.520000	\$ 5.46	Small Tools, Plumbing & Building	114890	011.0014465			
	011.1049.520000	\$ 14.21	Small Tools, Plumbing & Building	114995	011.0014465			
	011.1048.520000	\$ 416.07	Small Tools, Plumbing & Building	409439	011.0014465			
						07/07/2021	607652	\$ 568.15
006228 - MILLSOFT, LLC	011.9019.595210	\$ 625.00	Computer Programming Services	340		07/07/2021	607653	\$ 625.00
006200 - SHAPOUR NAZARIAN	011.200200	\$ 5,400.00	Ref. COVID-19 Microloan Payments~	062921		07/07/2021	607654	\$ 5,400.00
001943 - PLUMBING & INDUSTRIAL SUPPLY	011.1049.520000	\$ 6.59	Plumbing Supplies & Building Hardware~	S1249929001	011.0014466			
	011.1049.520000	\$ 52.15	Plumbing Supplies & Building Hardware~	S1250735001	011.0014466			
	011.1049.520000	\$ 29.46	Plumbing Supplies & Building Hardware~	S1250809001	011.0014466			
	011.1049.520000	\$ 213.77	Plumbing Supplies & Building Hardware~	S1250833001	011.0014466			
						07/07/2021	607655	\$ 301.97
004451 - QUALITY JET ROOTER, INC	011.1049.590000	\$ 7,289.00	Water & Gas Re-Piping	26350				
	011.1049.590000	\$ 2,180.00	Remove & Install Water Fountains	26452				
						07/07/2021	607656	\$ 9,469.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006637 - RUSHER AIR CONDITIONING	055.8400.596200	\$ 1,004.00	Air Conditioner Maintenance	2085573				
	055.8400.596200	\$ 320.00	Air Conditioner Maintenance	2085743				
						07/07/2021	607657	\$ 1,324.00
004798 - WORTHINGTON DIRECT HOLDINGS, L	011.1043.520000	\$ 2,835.00	Green 32 Gallon Metal Trash Receptacle	INV367266VER100	011.0014780			
	011.1043.520000	\$ 1,116.00	RT-32 Black Plastic Lid 32 Gallon~	INV367266VER100	011.0014780			
	011.1043.520000	\$ 595.80	Freight	INV367266VER100	011.0014780			
	011.1043.520000	\$ 404.98	Sales Tax 10.25	INV367266VER100				
						07/07/2021	607658	\$ 4,951.78
001723 - AFC HYDRAULIC SEALS & REPAIR	011.1046.520000	\$ 997.00	10 External Rear hydraulic hoses	31190	011.0014812			
	011.1046.590000	\$ 3,900.00	Labor to replace 6 internal & 10	31190	011.0014812			
	011.1046.520000	\$ 102.19	Sales Tax 10.25	31190				
						07/14/2021	607659	\$ 4,999.19
006308 - ANAYA SERVICE CENTER	011.1046.520000	\$ 45.90	R134 Freon	34816	011.0014823			
	011.1046.590000	\$ 70.00	Labor to leak test system.	34816	011.0014823			
	011.1046.520000	\$ 4.70	Sales Tax 10.25	34816				
						07/14/2021	607660	\$ 120.60

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006054 - BEARCOM	011.1033.594000	\$ 1,581.66	SC Service Agreement	4990653				
	011.1033.594000	\$ 1,915.95	SC Service Agreement	5118500				
	011.1031.596200	\$ 1,047.35	SC Service Agreement	5137131				
	011.1031.596200	\$ 1,047.35	SC Service Agreement	5147929				
	011.1031.596200	\$ 1,047.35	SC Service Agreement	5161735				
						07/14/2021	607661	\$ 6,639.66
007092 - BEST ROLL-UP DOOR, INC	055.8400.900000	\$ 11,548.80	Roll-Up Door Install~	21350		07/14/2021	607662	\$ 11,548.80
006293 - B-LINE INVESTIGATIONS, INC	011.1031.596200	\$ 1,410.00	Background Investigation Services	1187		07/14/2021	607663	\$ 1,410.00
003749 - CA BUILDING STANDARDS COMMISSI	011.1041.595200	\$ 701.10	2nd Qtr 04/01/21 - 06/30/21	070621		07/14/2021	607664	\$ 701.10
001973 - CALIFORNIA FRAME & AXLE	011.1046.520000	\$ 17.60	Front End Repair & Alignment Services~	64417	011.0014429			
	011.1046.590000	\$ 170.00	Labor	64417	011.0014429			
	011.1046.590000	\$ 160.00	Labor	64504	011.0014429			
						07/14/2021	607665	\$ 347.60
000818 - CAMINO REAL CHEVROLET	011.1046.520000	\$ 119.61	Auto Parts~	59203	011.0014430			
	011.1046.520000	\$ 275.98	Auto Parts~	59275	011.0014430			
						07/14/2021	607666	\$ 395.59

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT	
004163 - CENTRAL FORD	011.1046.520000	\$ 159.55	Auto Parts~	373396	011.0014431				
	011.1046.520000	\$ 14.90	Auto Parts~	373415	011.0014431				
	011.1046.520000	\$ -159.55	Auto Parts~	373423	011.0014431				
	011.1046.520000	\$ -14.90	Auto Parts~	373430	011.0014431				
	011.1046.520000	\$ 5.07	Auto Parts~	373462	011.0014431				
	011.1046.520000	\$ 240.57	Auto Parts~	374061	011.0014431				
	011.1046.520000	\$ 302.18	Auto Parts~	374329	011.0014431				
	011.1046.520000	\$ 248.26	Auto Parts~	374623	011.0014431				
	011.1046.520000	\$ 149.92	Auto Parts~	374635	011.0014431				
	011.1046.520000	\$ -248.26	Auto Parts~	374647	011.0014431				
	011.1046.520000	\$ 672.67	Radio~	C75355	011.0014879				
	011.1046.590000	\$ 560.00	Labor to diagnose install & program	C75355	011.0014879				
	011.1046.520000	\$ 68.95	Sales Tax 10.25	C75355					
							07/14/2021	607667	\$ 1,999.36
001139 - JERRY CHAVEZ JR	011.1026.596800	\$ 2,200.00	Tuition Reimbursement	070521		07/14/2021	607668	\$ 2,200.00	
003856 - COMMERCIAL TIRE COMPANY	011.1046.520000	\$ 10.55	Flat Repair Parts	1167290	011.0014816				
	011.1046.590000	\$ 33.00	Labor to repair flat.	1167290	011.0014816				
	011.1046.520000	\$ 1.08	Sales Tax 10.25	1167290					
						07/14/2021	607669	\$ 44.63	

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001444 - COUNTY OF LOS ANGELES - COUNTY	011.1041.468400	\$ 75.00	Notice of Exemption / Prime Now, LLC	071321		07/14/2021	607670	\$ 75.00
004613 - DANIELS TIRE SERVICE	011.1046.520000	\$ 945.00	245/55R18 Goodyear Eagle RSA	200420076	011.0014820			
	011.1046.520000	\$ 333.12	ST205/75R15 Endurance	200420076	011.0014820			
	011.1046.590000	\$ 19.25	Tire Fee	200420076	011.0014820			
	011.1046.520000	\$ 121.42	Sales Tax 9.5%	200420076		07/14/2021	607671	\$ 1,418.79
000977 - DEPARTMENT OF CONSERVATION	011.1041.595200	\$ 4,627.28	Mapping Fee 2nd Qtr 2021	070621		07/14/2021	607672	\$ 4,627.28
000414 - EXPRESS OIL CO	011.1046.590000	\$ 328.50	Hazardous Waste Management Services	2106136		07/14/2021	607673	\$ 328.50
000456 - GATEWAY CITIES COUNCIL OF GOVE	011.1002.596550	\$ 13,650.00	Membership Dues FY 2021-2022	062821				
	011.1041.595200	\$ 1,660.00	Membership Dues FY 2021-2022	062821		07/14/2021	607674	\$ 15,310.00
004035 - GTO AUTO GLASS	011.1046.590000	\$ 75.00	Windshield Repair	WOI0500339	011.0014822	07/14/2021	607675	\$ 75.00
003490 - H&H WHOLESALE PARTS	011.1046.520000	\$ 1,819.76	Wiper Blades, Brake Pads, Engine Oil &	1IN0431651	011.0014821			
	011.1046.520000	\$ 172.88	Sales Tax 9.5%	1IN0431651		07/14/2021	607676	\$ 1,992.64

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001208 - INNER-TITE	055.8000.590000	\$ 1,808.00	V263-P45719~	30003389	055.0002881			
	055.8000.590000	\$ 1,824.00	V263-45729~	30003389	055.0002881			
	055.8000.590000	\$ 916.80	V263-45729-0650~	30003389	055.0002881			
	055.8000.590000	\$ 1,039.20	V263-45729-0150 SHORT PADLOCK WITH 1/4"	30003389	055.0002881			
	055.8000.590000	\$ 300.00	V263-41088~	30003389	055.0002881			
	055.8000.590000	\$ 220.00	V263-42090~	30003389	055.0002881			
	055.8000.590000	\$ 626.07	Sales Tax 10.25	30003389				
						07/14/2021	607677	\$ 6,734.07
004122 - KIMBALL MIDWEST	011.1046.520000	\$ 519.00	Bolt Ben with assortments of bolts,	8987091	011.0014818			
	011.1046.520000	\$ 53.20	Sales Tax 10.25	8987091				
						07/14/2021	607678	\$ 572.20
000875 - LAEDC	011.1023.596550	\$ 5,000.00	Annual LAEDC Membership~	52100949				
						07/14/2021	607679	\$ 5,000.00
001792 - LA COUNTY ASSESSOR OFFICE	011.9019.590110	\$ 50.00	SBF Abstract	21ASRE225				
						07/14/2021	607680	\$ 50.00
000897 - LEAGUE OF CALIFORNIA CITIES	011.1002.596550	\$ 1,055.25	LA County Division Dues~	3990				
						07/14/2021	607681	\$ 1,055.25
003604 - LIEBERT CASSIDY WHITMORE	011.1026.596700	\$ 3,715.00	ERC Membership	1520803				
						07/14/2021	607682	\$ 3,715.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003908 - LOPEZ & LOPEZ TIRE SERVICE	011.1046.520000	\$ 257.10	Tires, Accessories & Repairs~	3429	011.0014434	07/14/2021	607683	\$ 257.10
005838 - ADRIAN LOYA	011.1026.596800	\$ 200.00	Tuition Reimbursement	061621		07/14/2021	607684	\$ 200.00
006961 - BRIAN MARTINEZ	011.200100	\$ 1,342.70	Refund Security Deposit and partial	Ref000233270		07/14/2021	607685	\$ 1,342.70
000304 - MCAVOY & MARKHAM ENGINEERING A	055.8000.900000	\$ 36,800.00	Item No. E37-0519~	16631				
	055.8000.900000	\$ 5,750.00	Centron w/ 4G Modem~	16631				
	055.8000.900000	\$ 4,361.38	Sales Tax 10.25	16631		07/14/2021	607686	\$ 46,911.38
000610 - NICK ALEXANDER RESTORATION	011.1046.520000	\$ 125.00	Materials to re upholster seat	3873	011.0014817			
	011.1046.590000	\$ 225.00	Labor to re upholster seat	3873	011.0014817			
	011.1046.520000	\$ 12.81	Sales Tax 10.25	3873		07/14/2021	607687	\$ 362.81
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$ 138.00	Medical Services	71261786		07/14/2021	607688	\$ 138.00
006475 - ONEPOINT HUMAN CAPITAL MGMT	011.9019.520010	\$ 215.00	Time Tracking System	57938		07/14/2021	607689	\$ 215.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005934 - O'REILLY AUTO PARTS	011.1046.520000	\$ 25.08	Auto Parts & Accessories~	3049342554	011.0014436			
	011.1046.520000	\$ 30.36	Auto Parts & Accessories~	3049342653	011.0014436			
	011.1046.520000	\$ 107.70	Auto Parts & Accessories~	3049342915	011.0014436			
	011.1046.520000	\$ 64.06	Auto Parts & Accessories~	3049342916	011.0014436			
	011.1046.520000	\$ 8.42	Auto Parts & Accessories~	3049343691	011.0014436			
	011.1046.520000	\$ 61.64	Auto Parts & Accessories~	3049343722	011.0014436			
	011.1046.520000	\$ 99.34	Auto Parts & Accessories~	3049343828	011.0014436			
	011.1046.520000	\$ 16.39	Auto Parts & Accessories~	3049343882	011.0014436			
	011.1046.520000	\$ 73.91	Auto Parts & Accessories~	3049343883	011.0014436			
	011.1046.520000	\$ 126.78	Auto Parts & Accessories~	3049344081	011.0014436			
	011.1046.520000	\$ 47.63	Auto Parts & Accessories~	3049344900	011.0014436			
	011.1046.520000	\$ -23.68	Auto Parts & Accessories~	3049344923	011.0014436			
	011.1046.520000	\$ 70.86	Auto Parts & Accessories~	3049344925	011.0014436			
	011.1046.520000	\$ 216.88	Auto Parts & Accessories~	3049346329	011.0014436			
	011.1046.520000	\$ 83.78	Auto Parts & Accessories~	3049346516	011.0014436			
						07/14/2021	607690	\$ 1,009.15
004111 - PACIFIC COMMERCIAL TRUCK BODY,	011.1046.520000	\$ 975.00	Engine Cover	27395	011.0014878			
	011.1046.590000	\$ 180.00	Labor to install engine cover.	27395	011.0014878			
	011.1046.520000	\$ 99.94	Sales Tax 10.25	27395				
						07/14/2021	607691	\$ 1,254.94



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$ 1,012.50	Car Wash Services	284649				
	011.1046.520000	\$ 945.00	Car Wash Services	284916				
						07/14/2021	607692	\$ 1,957.50
001457 - QUINN COMPANY	011.1046.520000	\$ 2,108.95	Hose & fittings	PC810920551	011.0014814			
	011.1046.520000	\$ 215.00	Hose assembly charge	PC810920551	011.0014814			
	011.1046.520000	\$ 220.77	Sales Tax 9.5%	PC810920551				
						07/14/2021	607693	\$ 2,544.72
000805 - RIO HONDO COLLEGE	011.1031.596700	\$ 25.00	Registration / R. Villegas	070821				
						07/14/2021	607694	\$ 25.00
000805 - RIO HONDO COLLEGE	011.1031.596700	\$ 25.00	Registration / M. Hernandez	070821(2)				
						07/14/2021	607695	\$ 25.00
000894 - SATELLITE PHONE STORE	011.9019.590110	\$ 535.44	Globalstar Galaxy 480 Annual Plan	7738348730	011.0014900			
	011.9019.590110	\$ 535.44	Globalstar Galaxy 480 Annual Plan	7738348730	011.0014900			
	011.9019.590110	\$ 360.00	Network improvement fee	7738348730	011.0014900			
						07/14/2021	607696	\$ 1,430.88
000318 - STEVENSON JR, KENT	011.1031.596500	\$ 170.24	Pistols RDS Instructor Course	062421				
						07/14/2021	607697	\$ 170.24
001345 - TIME CLOCK SALES & SERVICE	055.8200.596200	\$ 138.00	Time Clock Maintenance~	LM833921				
						07/14/2021	607698	\$ 138.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**EARLY CHECKS**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>CHECK NUMBER</b>	<b>PAYMENT AMOUNT</b>	
006371 - TIREHUB, LLC	011.1046.520000	\$ 333.12	205/75r15 goodyear endurance	21060688	011.0014815				
	011.1046.590000	\$ 7.00	Tire Fee	21060688	011.0014815				
	011.1046.520000	\$ 31.65	Sales Tax 9.5%	21060688					
	011.1046.520000	\$ 257.98	245/75R16 KY Edge HT BW 120 RE	21060694	011.0014815				
	011.1046.590000	\$ 3.50	Tire Fee	21060694	011.0014815				
	011.1046.520000	\$ 24.50	Sales Tax 9.5%	21060694					
						07/14/2021	607699	\$ 657.75	
007063 - HILDA TRUJILLO	011.200100	\$ 370.19	Refund On Account Credit Received on	Ref000233273		07/14/2021	607700	\$ 370.19	
006960 - W.S. DODGE OIL COMPANY, INC	011.1043.502090	\$ 5,238.00	Claim for Damages~	070721		07/14/2021	607701	\$ 5,238.00	
<b>TOTAL EARLY CHECKS</b>									<b>\$ 287,977.68</b>

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 71  
AUGUST 3, 2021**

**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	\$ 912,994.25	\$ 113,358.56	\$ 0.00	\$ 1,026,352.81
020 - WATER	464,664.25	20,197.73	0.00	484,861.98
055 - LIGHT & POWER	3,353,262.88	154,421.39	0.00	3,507,684.27
056 - NATURAL GAS	1,915.52	0.00	0.00	1,915.52
057 - FIBER OPTIC	30,977.39	0.00	0.00	30,977.39
<b>GRAND TOTAL</b>	<b>\$ 4,763,814.29</b>	<b>\$ 287,977.68</b>	<b>\$ 0.00</b>	<b>\$ 5,051,791.97</b>

**TOTAL CHECKS TO BE PRINTED 0**

# City Council Agenda Item Report

Agenda Item No. COV-707-2021  
Submitted by: Cynthia Cano  
Submitting Department: Public Works  
Meeting Date: August 3, 2021

## **SUBJECT**

Public Works Department Monthly Building Report

## **Recommendation:**

Receive and file the June 2021 Building Report.

## **Background:**

The attached building report consists of total issued permits, major projects, demolition permits, new building permits and certificate of occupancy status reports for the month of June 2021.

## **Fiscal Impact:**

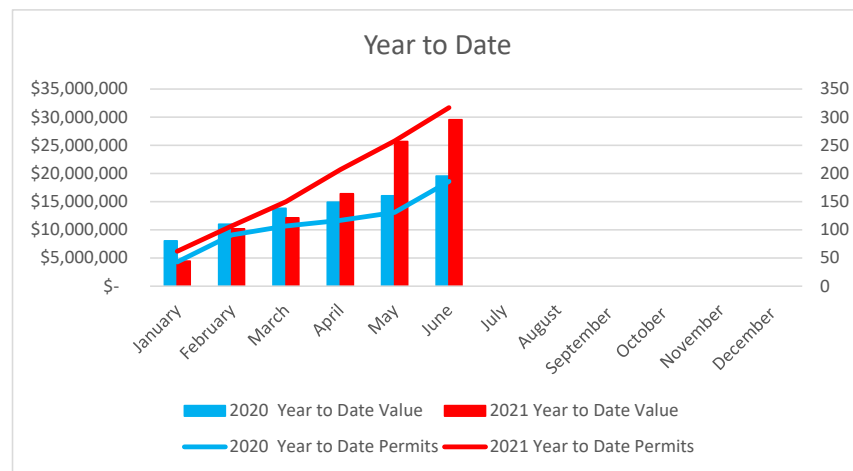
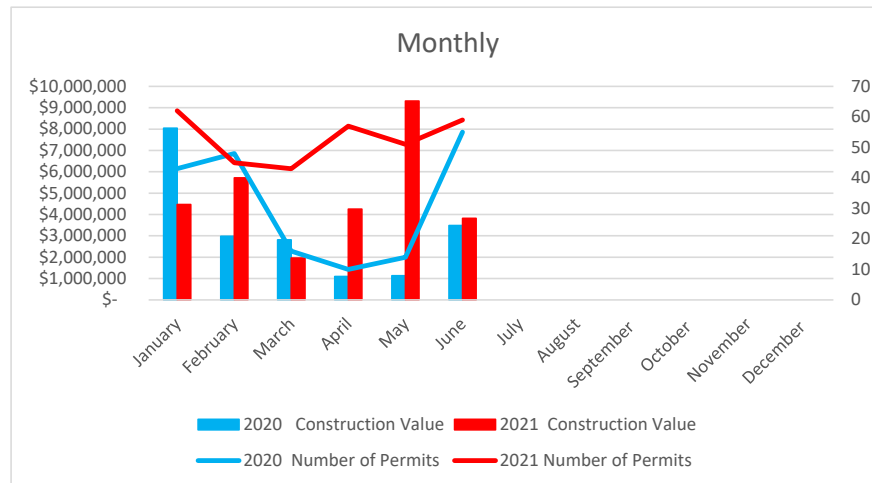
There is no fiscal impact associated with this report.

## **Attachments:**

1. [Public Works Department June 2021 Building Report](#)

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

	2020				2021				Year to Date	
	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Permit Difference	Valuation Difference
January	\$ 8,046,145	43	\$ 8,046,145	43	\$ 4,464,611	62	\$ 4,464,611	62	44%	-45%
February	\$ 2,979,923	48	\$ 11,026,068	91	\$ 5,711,149	45	\$ 10,175,760	107	18%	-8%
March	\$ 2,808,127	16	\$ 13,834,195	107	\$ 1,966,225	43	\$ 12,141,985	150	40%	-12%
April	\$ 1,100,252	10	\$ 14,934,447	117	\$ 4,257,030	57	\$ 16,399,015	207	77%	10%
May	\$ 1,134,292	14	\$ 16,068,739	131	\$ 9,312,090	51	\$ 25,711,105	258	97%	60%
June	\$ 3,485,709	55	\$ 19,554,448	186	\$ 3,826,680	59	\$ 29,537,785	317	70%	51%
July										
August										
September										
October										
November										
December										





**City of Vernon**  
**Building Department**  
**Monthly Report from 6/1/2021 to 6/30/2021**

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<b>Type</b>	<b>Value</b>	<b># of Permits</b>
Electrical	\$919,500.00	19
Industrial - Remodel	\$363,750.00	3
Mechanical	\$970,250.00	5
Miscellaneous	\$947,380.00	23
Plumbing	\$418,250.00	8
Roof	\$207,550.00	1
<hr/>		
June 2021 TOTALS PERMITS:	\$3,826,680.00	59
PREVIOUS MONTHS TOTAL	\$25,711,105.00	258
<hr/>		
YEAR TO DATE TOTAL	\$29,537,785.00	317
June 2020 TOTALS PERMITS:	\$3,485,709.00	55
PREVIOUS MONTHS TOTAL	\$16,068,739.00	131
<hr/>		
PRIOR YEAR TO DATE TOTAL	\$19,554,448.00	186



**City of Vernon  
Building Department  
New Buildings Report - June 2021**

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None



City of Vernon  
Building Department  
Demolition Report - June 2021

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None





**City of Vernon**  
**Building Department**  
**Major Projects from 6/1/2021 to 6/30/2021**  
**Valuations > 20,000**

<b>Permit No.</b>	<b>Project Address</b>	<b>Tenant</b>	<b>Description</b>	<b>Job Value</b>
<b>Electrical</b>				
B-2021-4701	4201 FRUITLAND AVE APN 6304027018	southland box co	Electrical power distribution and control panels	150000
B-2021-4702	3280 26TH ST APN 6303002021		New warehouse lights	52000
B-2021-4758	5601 BICKETT ST APN 6310015036		Electrical conduit and wiring for chillers, compressors and recycle machines.	85000
B-2021-4740	4305 SANTA FE AVE APN 6302017901	City of Vernon	Retrofit existing interior /exterior lighting to LEO one for one replacement	240000
B-2021-4760	1951 VERNON AVE APN 6302017043		Walking cooler (1) 15hp, (1) 10 hp and 4x3/4 hp fan and lighting	30000
B-2021-4673	5300 BOYLE AVE APN 6310008020		Grinding room electrical installation	50000
B-2021-4768	4305 SANTA FE AVE APN 6302017901	City of Vernon	City of Vernon Car charger transformer/panelboard upgrade	100000
B-2021-4775	2080 49TH ST APN 6308015077		Electrical for new cold storage	100000
B-2021-4558	2536 ALAMEDA ST APN 6302009045		Electrical TI - partial tenant improvement of existing food service space, add walls, finishes, restroom.	20250
<b>9</b>	<b>Record(s)</b>			<b>\$827,250.00</b>
<b>Industrial - Remodel</b>				
B-2021-4555	2536 ALAMEDA ST APN 6302009045		TI - partial tenant improvement of existing food service space, add walls, finishes, restroom.	141750
B-2021-4656	3390 SLAUSON AVE APN 6310027048		New walk in freezer with refrigeration equipment	220000
<b>2</b>	<b>Record(s)</b>			<b>\$361,750.00</b>
<b>Mechanical</b>				
B-2020-4115	5100 BOYLE AVE APN 6303028014		Refrigeration remodel, add one compressor, accumulator and 1 recirculator inside the compressor room area.	863000
B-2021-4674	5300 BOYLE AVE APN 6310008020		Compressed air & HVAC for grinding room	30000
B-2021-4721	2638 VERNON AVE APN 6308005015		Boiler installation and associated ductwork.	37000
B-2021-4557	2536 ALAMEDA ST APN 6302009045		Mechanical TI- HVAC and associated ductwork, exhaust fans, make-up air fans, Type I kitchen grease hood.	20250

<b>4</b>	<b>Record(s)</b>			<b>\$950,250.00</b>
<b>Miscellaneous</b>				
B-2021-4533	3049 VERNON AVE APN 6303005034		AC Corp Odor Scrubber Support	65000
B-2018-3129	2646 DOWNEY RD APN 5192025008	Dynasty Produce	Freestanding aluminum canopy 78' wide X 18' projection	39000
B-2021-4720	5300 BOYLE AVE APN 6310008020		Add storage silo to s/e side of the building (Exterior)	150000
B-2021-4730	4340 49TH ST APN 6304023019		Wrought iron fence & gates	27000
B-2021-4715	4800 ALAMEDA ST APN 6308015063		Cable tray supports	25000
B-2021-4700	4201 FRUITLAND AVE APN 6304027018	southland box co	Equipment foundations	300000
B-2021-4676	4401 DOWNEY RD APN 6303017022		Air compressor structure	100000
B-2021-4681	4201 FRUITLAND AVE APN 6304027018		Install of roof exhaust for machinery ventilation	25000
B-2021-4707	3615 VERNON AVE APN 6303009015		Tank foundation for boiler water tank	25000
B-2021-4672	5300 BOYLE AVE APN 6310008020		Structural for grinding room equipment installation	30000
B-2021-4754	6190 BOYLE AVE APN 6310027037		Demo wall to accomodate (3) dock - loading dock, openings (10' x 20')	60000
<b>11</b>	<b>Record(s)</b>			<b>\$846,000.00</b>
<b>Plumbing</b>				
B-2021-4713	4201 FRUITLAND AVE APN 6304027018		Install 4" backflow device and 4" Industrial cold water line to service future equipment (boiler)	35000
B-2021-4625	3615 VERNON AVE APN 6303009015		Replace/Repair existing Industrial Waste combination waste and vent drainage system.	200000
B-2021-4653	3333 DOWNEY RD APN 6303001001		Installation of compressed natural gas (CNG) fueling station equipment o supply fuel to our client's natural gas vehicle fleet.	135000
B-2021-4556	2536 ALAMEDA ST APN 6302009045		Plumbing TI - partial tenant improvement of existing food service space. Underground waste and vent, hot and cold water for restroom and kitchen, floor drains, floor sinks, 3-comp sinks hand sinks, water heater	20250
<b>4</b>	<b>Record(s)</b>			<b>\$390,250.00</b>
<b>Roof</b>				
B-2021-4635	4310 MAYWOOD AVE APN 6304021039		Address covers 4310 & 4320 Maywood Ave - Tear off the existing roof system down to the plywood deck and the installation of the roof	207550

system one layer of 1/4" dens deck and 60 mil PUC SIKA plan single ply roof system all mechanically attached to the plywood. deck and the replacement of all the existing skylights.

1	Record(s)		<u>\$207,550.00</u>
31	Permit(s)	<b>Total</b>	<b>\$3,583,050.00</b>



**City of Vernon  
Building Department  
Status of Certificates of Occupancy Requests  
Month of June 2021**

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Request for Inspection	<b>27</b>
Approved	<b>16</b>
Pending	<b>553</b>
Temporary Occupancies	<b>13</b>

**City of Vernon  
Certificate of Occupancy  
Applications Date From 6/1/2021 to 6/30/2021**

<b>Issued</b>	<b>Permit No.</b>	<b>Project Address</b>	<b>Tenant</b>	<b>Description</b>	<b>Fees Paid</b>	<b>Square Feet</b>
	C-2021-1701	2761 FRUITLAND AVE APN 6308002006	I & I Wholesale Corp. dba Iris	Office & Warehouse - Wholesale of women's clothing	1,207.00	148852
	C-2021-1702	2327 51ST ST APN 6308015014	Life Clothing Co.	Garment manufacturing	385.00	8300
	C-2021-1703	2080 49TH ST APN 6308015077	Good Eggs, Inc.	Warehousing grocery center	1,046.00	54000
	C-2021-1704	2050 52ND ST APN 6308016038	L'Meri Inc.	Warehouse disposable face mask	385.00	2000
	C-2021-1705	4901 SANTA FE AVE APN 6308015008	M7 Holdings, LLC	e-commerce sales warehousing and screen printing & embroidery	885.00	9800
	C-2021-1706	2944 44TH ST APN 6303015005	Jiotte, Inc.	Wholesale and distribution	385.00	2000
	C-2021-1707	2944 44TH ST APN 6303015005	Attrend, Inc.	Wholesale and distribution	385.00	2000
	C-2021-1708	3280 26TH ST APN 6303002021	PIC Corporation	Warehousing and distribution of products	1,046.00	51891
	C-2021-1709	4584 50TH ST APN 6304013020	Sterling Ruby Studio, Inc.	Warehousing art storage	885.00	26700
	C-2021-1710	2350 48TH ST APN 6308015043	VIC Beauty, LLC	Beauty products	385.00	5000
	C-2021-1711	2241 49TH ST APN 6308015044	Silvut LLC	Wholesale furniture	385.00	1000
	C-2021-1712	6200 MALBURG WAY APN 6310027053	Top Knobs USA Inc.	Warehouse cabinet knobs	885.00	44588
	C-2021-1713	2242 49TH ST APN 6308015020	Mankyung	Warehouse of blanket	885.00	17318
	C-2021-1714	5601 BICKETT ST APN 6310015036	Crown Poly, Inc.	Plastic bag manufacturing	885.00	48000
	C-2021-1715	5275 DISTRICT BLVD APN 6314001903	URS Operations LLC	General Warehouse and Distribution - Event services company providing tent, structures, furniture, etc. for public events	885.00	38622
	C-2021-1716	2050 52ND ST APN 6308016038	EPS Global, Inc.		885.00	15000

Issued Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
C-2021-1717	4330 26TH ST APN 5243019010	Fest Logistics	General Warehousing & Distribution of general products	885.00	48175
C-2021-1718	2827 SANTA FE AVE APN 6302006025	Bigger, Farther, Faster LLC		1,046.00	64027
C-2021-1719	3165 SLAUSON AVE APN 6310007006	Silva's Sample Shop Inc	Manufacturing - Sewing Garments	385.00	500
C-2021-1720	2425 30TH ST APN 6302005012	ENK Apparel, Inc.	Garment manufacturing including cutting	1,046.00	59252
C-2021-1721	4160 BANDINI BLVD APN 6304003001	Bentex Cotton Industries Inc.	Warehouse - Compressed fiber bales and textiles	885.00	33000
C-2021-1722	4519 EVERETT AVE APN 6304022037	ETI Sound Systems, Inc.	Warehousing and manufacturing of electronics	1,046.00	69900
C-2021-1723	2150 25TH ST APN 6302008030	RV Distribution, LLC	Warehousing clothing	885.00	21670
C-2021-1724	5304 ALCOA AVE APN 6310002023	Jobbers Meat Packing Co. Inc.	Manufacturing packaging storage	885.00	16000
C-2021-1725	4601 SOTO ST APN 6308002014	JP Close Outs Corp.	Accessory/Offsite warehouse to manufacturing Warehouse general merchandise	885.00	11600
C-2021-1726	4626 PACIFIC BLVD APN 6308004010	Architectural Cast Inc.	Manufacturing - Hand lay-up plaster architectural elements	885.00	5500
C-2021-1727	2150 25TH ST APN 6302008030	Sunrise Apparel Import Inc.	Warehouse garments	885.00	20000

**27 Record(s)**

**Total for Certificate of Occupancy:**

**21,522.00**

**824,695.00**

**27 Permits(s)**

**Total Fees Paid**

**21,522.00**

**City of Vernon  
Certificate of Occupancy  
Issued Date From 6/1/2021 to 6/30/2021**

<b>Issued</b>	<b>Permit No.</b>	<b>Project Address</b>	<b>Tenant</b>	<b>Description</b>	<b>Fees Paid</b>	<b>Square Feet</b>
6/2/2021	C-2021-1685	4700 BOYLE AVE APN 6303020010	Everytable, PBC	Office Use Only	385.00	2903
6/2/2021	C-2021-1681	2300 52ND ST APN 6308016049	I & M Jean, Inc.	Warehouse men & women's clothing	885.00	43202
6/7/2021	C-2021-1604	2345 52ND ST APN 6308016036	LAP USA INC.	Warehousing and distribution of beauty products	885.00	20000
6/8/2021	C-2021-1602	5201 SANTA FE AVE APN 6308016041	Labeltex Mills, Inc.	Office and light manufacturing of tags for clothing	1,046.00	70000
6/10/2021	C-2021-1594	2900 SANTA FE AVE APN 6302005003	KMCJ Inc.	Office use	385.00	500
6/10/2021	C-2021-1590	4815 SANTA FE AVE APN 6308015043	Pinky's Iron Doors, LLC	Manufacturing of windows & doors	885.00	37000
6/10/2021	C-2021-1652	2938 54TH ST APN 6310010012	Brentwood Appliances, Inc.	Warehousing and distribution of household kitchen appliances	1,046.00	91830
6/10/2021	C-2021-1658	2339 49TH ST APN 6308015044	The Stockroom	Garment manufacturing	885.00	11233
6/10/2021	C-2020-1551	5400 SANTA FE AVE APN 6309004011	Friends Cutting, Inc.	Garment cutting	885.00	12000
6/10/2021	C-2018-1142	4159 BANDINI BLVD APN 5243020014	SoNice Party Inc.	Warehousing and distribution of party supplies	385.00	36600
6/10/2021	C-2020-1583	3737 SOTO ST APN 6302020044	NZMK Inc. Db a Mc Donald's	Fast food restaurant	385.00	4587
6/10/2021	C-2021-1624	4395 AYERS AVE APN 6304001009	Vixx Meat Inc.	Warehousing and distribution of food	885.00	25500
6/10/2021	C-2021-1632	2615 SANTA FE AVE APN 6302008031	Lakshmi Int'l	Warehousing and distribution of under garments	885.00	10492
6/10/2021	C-2019-1410	5500 SOTO ST APN 6310015021	G & S Off Price, Inc.	Warehousing of garments	885.00	32000
6/10/2021	C-2020-1556	4567 MAYWOOD AVE APN 6304028033	Fine Collectibles Corp	Warehousing and distribution of	885.00	10386
6/23/2021	C-2020-1570	3251 26TH ST APN 5169033016	Lenovati Inc. db a 3ENA and B-Harmony	Office/garment design	385.00	4000

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
16	Record(s)					
				<b>Total for Certificate of Occupancy:</b>	<b>11,982.00</b>	<b>412,233.00</b>
16	Permits(s)				<b>Total Fees Paid</b>	11,982.00



# City Council Agenda Item Report

Agenda Item No. COV-711-2021  
Submitted by: Mark Aumentado  
Submitting Department: Public Utilities  
Meeting Date: August 3, 2021

## **SUBJECT**

Change Order No. 2 to the Construction Contract with Capital Industrial Coatings, LLC for the Rehabilitation of Reservoirs 3-1, 3-2, and 3-3

## **Recommendation:**

- A. Find that the proposed capital improvement project is categorically exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301, Existing Facilities, subsection (d), because the project consists of the maintenance and rehabilitation of existing potable water storage reservoirs and involves negligible or no expansion of an existing use;
- B. Approve and authorize the City Administrator to execute Change Order No. 2 to the Construction Contract with Capital Industrial Coatings, LLC., in substantially the same form as submitted, in an amount not to exceed \$164,000 for the Rehabilitation of Reservoirs 3-1, 3-2, and 3-3, adding funds in the amount of \$102,856.10 to the existing contract; and
- C. Authorize a contingency amount of \$25,000 in the event of additional unforeseen changes in the project and grant authority to the City Administrator to issue Change Orders for an amount up to the contingency amount, if necessary.

## **Background:**

On March 2, 2021, City Council accepted the bid from Capital Industrial Coatings, LLC (Capital) as the lowest responsive and responsible bidder and authorized the award of a Construction Contract for the Rehabilitation of Reservoirs 3-1, 3-2, and 3-3 (Project) to Capital for a total not-to-exceed \$1,747,100. Additionally, the City Council approved a contingency amount of \$175,000 in the event of unforeseen changes in the Project and granted authority to the City Administrator to issue change order(s) for an amount not to exceed the contingency amount. The original scope includes removal of the interior and exterior coatings and paintings and minor steel modifications and repairs. On July 12, 2021, the City Administrator authorized Change Order No. 1 for \$113,856.10 in order to account for the actual dimensions of the reservoirs which were larger than originally estimated. Additionally, because the interior portions of the existing enclosed weir boxes could not be properly coated, it became necessary to remove and replace the weir boxes with new ones that could be properly coated on both interior and exterior surfaces. Change Order No. 1 included a price adjustment for the additional area to be coated and painted as well as an additional scope to remove and install new weir boxes that diffuse water entering the reservoir in order to minimize impact.

The proposed Change Order No. 2 includes structural repairs and retrofit to address concerns that arose during the project. The reservoir roof is supported by the outer cylindrical shell on the outside of the reservoir and by a centrally located column on the interior of the reservoir. In order to properly coat all interior surfaces, per the scope of work, wood wedges were temporarily installed between the rafters and steel roof. This allowed Capital crews access to the tops of the rafters and bottom of the roof to ensure a complete coating. Due to the original design of the reservoirs, during the wedging process, the main rafters shifted and developed a noticeable twist, thus compromising the integrity of the reservoir. As such, staff immediately halted completion of the interior coating to address any structural or safety

concerns. After discussions with Capital, a solution was developed to straighten the affected rafters and to install lateral braces to prevent any future unwanted movement within the rafters. If the change order is approved, similar repairs will take place on the two remaining reservoirs at Pumping Plant 3 prior to commencing coating repairs.

The remaining balance of the contingency amount that was approved in March of 2021 is not sufficient to cover the \$164,000 cost of Change Order No. 2. Therefore, Change Order No. 2 warrants approval from City Council to add additional funds in the amount of \$102,856.10 to the Capital contract in order to proceed with the proposed repairs. Change Order No. 2 has been approved as to form by the City Attorney's Office.

While staff does not anticipate any additional significant changes to the contract, due to the age of the reservoirs it is possible that issues may still arise that would result in change orders of smaller amounts to account for any additional work. Based on the size of the contract, even the smallest amount would require City Council approval. In order to avoid delays in performing the work, staff is requesting that City Council instead authorize an additional contingency amount of \$25,000 and grant the City Administrator authority to approve additional change orders as necessary up to said amount.

**Fiscal Impact:**

At \$61,143.90, the remaining balance of the contingency amount is not sufficient to cover the \$164,000 cost of Change Order No. 2 and warrants approval from City Council to add additional funds in the amount of \$102,856.10 to the contract in order to proceed with the proposed repairs. If approved, the modified Contract Amount will increase to an amount not to exceed \$2,024,965.10. Additionally, the recommended action would authorize the City Administrator to issue Change Order(s) for an amount up to the proposed \$25,000 contingency amount, if any additional unforeseen circumstances arise. This Project is included in the Water System Revenue Bonds, 2020 Series A, and is being funded with bond proceeds.

**Attachments:**

1. [Change Order No. 2](#)
2. [Interior Photos of Reservoir 3-3](#)

**CITY OF VERNON  
PUBLIC UTILITIES DEPARTMENT**

CONTRACT CHANGE ORDER NO.  2  SUPPLEMENT NO.      SHEET  1  OF  1  SHEETS

PROJECT:  Rehabilitation or Reservoir 3-1, 3-2, and 3-3  Contract No.  LP-0584   
 FEDERAL PROJECT No. \_\_\_\_\_ EDEN Project No. \_\_\_\_\_  
 REQUESTED BY:  City of Vernon  Supplemental No. \_\_\_\_\_  
 TO:  Capital Industrial Coatings, Inc.  CONTRACTOR

You are hereby directed to make the herein described changes to the plans and specifications or do the following described work not previously included in the plans and specifications of this contract. Except as specifically modified herein, all terms and conditions of the original contract remain in full force and effect, and apply to the additional work as if said work was originally included in the contract.

**This Change Order Provides for:**

**Item 1: Rafter Straightening and Reinforcement ..... \$164,000.00**

The aforementioned item is further described in Change Order Request No. 5 dated June 28, 2021 attached as reference.

Total net cost of this change order: **\$164,000.00** and forty-two (42) calendar days.

Contract Amount (Base Bid)	.....	\$	1,747,100.00
Amount of This Change Order	.....	\$	164,000.00
Amount of Previous Change Orders	.....	\$	113,856.10
Total Change Orders	.....	\$	277,856.10
Modified Contract Amount	.....	\$	2,024,956.10

By reason of this change order the time of completion will be adjusted as follows: **Forty-two (42) additional calendar days**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
**Carlos Fandino, City Administrator**

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
**Lisa M. Pope, City Clerk**

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all labor, equipment and materials, including overhead, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted Date: \_\_\_\_\_ Contractor: \_\_\_\_\_

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

Accepted Date: \_\_\_\_\_ Contractor: \_\_\_\_\_

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



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June 28, 2021

City of Vernon  
City of Vernon | Public Utilities  
4305 Santa Fe Avenue | Vernon, CA 90058

Attention: Mark Aumentado, *E.I.T.* | Assistant Civil Engineer

Reference: Rafter Straightening and Reinforcing CO5  
Tanks 3-1, 3-2, and 3-3

Mark,

The rafters have shifted in the process of coating Tank 3-3 and now need to be straightened. To prevent this from occurring again it is also the plan to reinforce the rafters.

Tank 3-1 Cost to reinforce Rafters prior to Coating Tank	\$42,000
Tank 3-2 Cost to reinforce Rafters prior to Coating Tank	\$42,000
Tank 3-3 Cost to reinforce Rafters prior to Coating Tank	\$42,000
Tank 3-3 Cost to Straighten Rafter	\$16,000
Tank 3-3 Cost to Blast and Recoat after Repairs	\$22,000
<b>Total Change Amount</b>	<b>\$164,000</b>

We appreciate the opportunity to work with Vernon on this project. I am available to discuss the change at your convenience.

Best regards,

Shawn Claypool

Capital Industrial Coatings, LLC



*Figure 1: Twisted rafters. Partially failed header and jack rafter*



Figure 2: Close-up of twist in main rafter



*Figure 3: No mechanical connection between header and main rafter*



*Figure 4: Rafter to shell connection*





*Figure 5: Failed header and jack rafter*



*Figure 6: Shell and jack rafter connection after failure*

# City Council Agenda Item Report

Agenda Item No. COV-716-2021

Submitted by: Robert Sousa

Submitting Department: Police Department

Meeting Date: August 3, 2021

## **SUBJECT**

Federal Equitable Sharing Agreement and Annual Certification Report

## **Recommendation:**

Approve and authorize the Police Chief and City Administrator to execute the Federal Equitable Sharing Agreement and Annual Certification Report.

## **Background:**

When local police agencies work with federal agencies to enforce federal criminal laws, the agency may apply for an equitable share of any forfeited proceeds. The Vernon Police Department (VPD) currently receives an equitable share of forfeited proceeds from investigations conducted by an investigator assigned to the Southwest Borders Initiative Taskforce (SWBI).

In order to receive such proceeds, the VPD must execute an equitable sharing agreement and certify that the forfeited proceeds received are allocated as required by federal statutes and regulations established by the U.S. Department of Treasury and the U.S. Department of Justice.

These laws and regulations require the VPD to do the following:

- Retain forfeited funds or property separate from state or other forfeitures
- Submit a federal Equitable Sharing Agreement and Certification annually with both agencies
- Maintain a record of the funds or property and any expenditures
- Annually audit funds exceeding \$100,000

The Department of Justice implemented an on-line reporting process to streamline the annual reporting of funds received by local agencies. The reporting process requires the Agency Head (Police Chief) and the Governing Body Head (City Administrator) to certify that the City understands its obligations under the agreement and to certify that the reported financial information regarding the VPD's receipt and expenditure of the funds is accurate. The VPD has implemented procedures in compliance with the outlined laws and regulations.

The Equitable Sharing Agreement and Certification Report has been reviewed and approved as to form by the City Attorney's Office.

## **Fiscal Impact:**

There is no fiscal impact associated with this report. Forfeited proceeds received through the equitable share program vary from year to year as funds are based on the resolution of specific court cases. When received, funds are placed in a specific VPD asset forfeiture account.

## **Attachments:**

1. [FY 2020-2021 ESAC Form \(Draft\)](#)



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** CA0197300  
**Agency Name:** City Of Vernon Police Department  
**Mailing Address:** 4305 Santa Fe Avenue  
 Vernon, CA 90058

**Type:** Police Department

**Agency Finance Contact**

**Name:** Sousa, Roberto  
**Phone:** (323) 583-8811 x114      **Email:** rsousa@covpd.org

**Jurisdiction Finance Contact**

**Name:** Williams, Scott  
**Phone:** (323) 583-8811 x849      **Email:** swilliams@ci.vernon.ca.us

**ESAC Preparer**

**Name:** Melgar, Angela  
**Phone:** (323) 583-8811 x242      **Email:** amelgar@ci.vernon.ca.us

**FY End Date:** 06/30/2021

**Agency FY 2022 Budget:** \$13,856,010.00

### Annual Certification Report

	Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1 Beginning Equitable Sharing Fund Balance	\$392,520.92	\$48,008.93
2 Equitable Sharing Funds Received	\$0.00	\$0.00
3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4 Other Income	\$0.00	\$0.00
5 Interest Income	\$398.62	\$0.00
6 Total Equitable Sharing Funds Received (total of lines 2-5)	\$398.62	\$0.00
7 Equitable Sharing Funds Spent (total of lines a - n)	\$46,482.80	\$0.00
8 Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$346,436.74	\$48,008.93

<sup>1</sup>Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

	Justice Funds	Treasury Funds
a Law Enforcement Operations and Investigations	\$16,102.20	\$0.00
b Training and Education	\$9,700.00	\$0.00
c Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d Law Enforcement Equipment	\$13,008.60	\$0.00
e Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f Contracts for Services	\$7,672.00	\$0.00
g Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h Law Enforcement Awards and Memorials	\$0.00	\$0.00
i Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j Matching Grants	\$0.00	\$0.00
k Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l Support of Community-Based Programs	\$0.00	\$0.00
m Non-Categorized Expenditures	\$0.00	\$0.00
n Salaries	\$0.00	\$0.00
Total	\$46,482.80	\$0.00

**Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Other Income**

Other Income Type	Justice Funds	Treasury Funds

**Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Support of Community-Based Programs**

Recipient	Justice Funds	

**Non-Categorized Expenditures**

Description	Justice Funds	Treasury Funds

**Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

**Privacy Act Notice**

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

**Single Audit Information****Independent Auditor****Name:** Fung, Tiffany**Company:** CliftonLarsenAllen LLP**Phone:** (714) 795-5407**Email:** tiffany.fung@claconnect.com

**Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?**

YES  NO

**Prior year Single Audit Number Assigned by Harvester Database: Under \$750,000 threshold**

# Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

Yes  No

### Agency Head

Name: Sousa, Roberto  
Title: Chief of Police  
Email: rsousa@covpd.org

Signature: Submitted Electronically

Date: 08/17/2021

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: Fandino Jr., Carlos R.  
Title: City Administrator  
Email: cfandino@ci.vernon.ca.us

Signature: Submitted Electronically

Date: 08/17/2021

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



# City Council Agenda Item Report

Agenda Item No. COV-635-2021  
Submitted by: Brittany Rodriguez  
Submitting Department: City Administration  
Meeting Date: August 3, 2021

## **SUBJECT**

Report on Emergency Purchases Secured by the City Administrator

## **Recommendation:**

Receive and file the report.

## **Background:**

Cyber Security attacks pose a significant danger for organizations and can result in the loss of property, financial loss, decreased productivity of employees due to system outages, reputation damage, and legal liability if Personal Identifiable Information (PII) data is released. As such, the City's Information Technology Division (I.T.) employs a variety of measures to monitor and protect the City's network. In April of this year, the City's network management services provider notified I.T. of a network breach on a City email server. In response, I.T. staff promptly shutdown the affected email server and deployed response and investigation measures to address the breach. The Los Angeles County Sheriffs Cyber Department (LASD) and the U.S. Department of Homeland Security (DHS) assisted with an initial computer forensics analysis. At the time, City Council was also briefed on the breach in closed session.

Once preliminary investigation results identified the presence of multiple malicious files on the affected server, I.T. staff contacted the City's cybersecurity insurance provider, Chubb Insurance (Chub). The City's policy with Chubb has a deductible of \$100,000 and provides for an Incident Response Coach to advise on the best way to handle a breach. The firm of Mullen Coughlin, LLC was assigned by Chub to assist the City as the Incident Response Coach. Mullen Coughlin connected I.T. staff with Tracepoint LLC a Cyber forensic and restoration vendor. Subsequently, the City entered into a Master Services and Consulting Agreement with Tracepoint, LLC and Mullen Coughlin LLC as well as an Engagement Letter with Mullen Coughlin for their services. In accordance with the City's established practice, the Master Services and Consulting Agreement and all related documentation including the Engagement Letter were reviewed and approved as-to-form by the City Attorney's Office prior to execution. However, since the City was already working with the LASD and DHS for computer forensics services, the City only required assistance from Mullen Coughlin, LLC as it carried out restoration and recovery. Ultimately, Tracepoint, LLC was not engaged.

The procurement of cyber incident response services from Mullen Coughlin is exempt from competitive bidding and competitive selection pursuant to Vernon Municipal Code (VMC) Section 2.17.12 (4) and was approved as an emergency pursuant to VMC Section 2.17.36, as the cyber breach posed an immediate and unforeseen risk to property and the restoration and recovery services were necessary in order to bring affected computer systems back online. As required by the VMC, the City Administrator is providing a report to Council on the emergency services secured and estimated cost to date.

## **Fiscal Impact:**

To date, the fiscal impact associated with the services of Mullen Coughlin is \$10,127.50 and the total is expected to remain under \$20,000. Initially I.T. staff requested approval in the amount of \$100,000 as at

the time the services to be provided by Tracepoint, LLC and Mullen Coughlin were unknown and the City's cyber insurance policy deductible of \$100,000 had to be met before any related expenditures could be covered by the insurance. Since then, it was determined that necessary services to be provided by Mullen Coughlin would be limited due to the work and assistance received from the LASD and DHS. Funds for emergency procurements in response to cyber threats were not budgeted in the Fiscal Year 2021-22, however sufficient funds are available under the I.T. – Repair and Maintenance account 011.9019.590110.

**Attachments:**

# City Council Agenda Item Report

Agenda Item No. COV-727-2021

Submitted by: Daniel Wall

Submitting Department: Public Works

Meeting Date: August 3, 2021

## **SUBJECT**

Agreement for Commercial Real Estate Brokerage Services

### **Recommendation:**

Approve and authorize the City Administrator to execute a Services Agreement with CBRE, Inc, in substantially the same form as submitted, for a three (3) year term for commercial real estate brokerage services.

### **Background:**

The City of Vernon may wish to purchase properties in the City. A real estate broker is needed to provide guidance in areas including specialized expertise in pricing, in conducting due diligence evaluation of properties, negotiation, and knowledge of off-market opportunities for potential acquisition.

Five firms submitted proposals in response to the Request for Proposals for Commercial Real Estate Brokerage Services issued on May 17, 2021. After a review of the proposals, it was determined that CBRE will best meet the needs of the City. Staff recommends that the City enter into a services agreement with CBRE. CBRE will be entitled to a brokerage commission paid by the seller of a property, pursuant to a commission split agreement between CBRE and the seller's broker, in accordance with standard market practice. In the event that the seller does not have a commission split agreement with its broker, does not have a broker, or otherwise does not agree to pay a brokerage commission, CBRE will be paid a commission by the City as specified in the brokerage services agreement. VMC Sec 2.17.30(a) requires that contracts must include expenditure caps unless commercially unreasonable to do so. The potential commission value is entirely dependent on the size and number of transactions that the City completes during the term of the agreement; making an expenditure cap commercially unreasonable. The Services Agreement has been approved as to form by the City Attorney's Office.

### **Fiscal Impact:**

The adoption of this agreement has no foreseeable fiscal impact on the general fund. Commissions paid to the broker upon a completed transaction are generally paid by the seller or the seller's broker.

If the seller or the seller's broker do not agree to pay CBRE, the City will pay a commission as specified in the Services Agreement. Because the value of such a transaction is not known at this time, the fiscal impact cannot be determined.

### **Attachments:**

- [1. RFP Commercial Real Estate Brokerage Services](#)
- [2. Agreement for Commercial Real Estate Brokerage Services](#)

**City of Vernon  
Request for Proposals (RFP)**

**Commercial Real Estate Brokerage  
Services**



**City of Vernon  
Department of Public Works  
4305 Santa Fe Avenue, Vernon, CA 90058  
Phone: (323) 583-8811**

**1. INTRODUCTION AND PROJECT**

The City of Vernon is requesting proposals for commercial real estate brokerage and advisory services to represent the City of Vernon in its pursuit of purchasing property within the City of Vernon.

The City will select one firm, based on demonstrated competence and a cost effective approach to representing buyers in the purchase of property within the City of Vernon.

**2. BACKGROUND**

The City of Vernon was founded in 1905, is approximately 5.2 square miles in size and is located approximately 5 miles southeast of downtown Los Angeles California. Over its long history, Vernon has been developed as an industrial community. At the turn of the 20<sup>th</sup> century the lands that make up Vernon were comprised largely of farmlands. The presence of three major rail lines in the area led influential business and property owners to encourage the railroad companies to run spur lines onto the farmlands. These rail extensions enabled the creation of an “exclusively industrial” city. By the 1920’s, Vernon was attracting large stockyards and meatpacking facilities. In the 1930’s, Vernon became the location of choice for many heavy industrial plants. As economic conditions changed over the decades, these large scale industrial operations have relocated out of Southern California and Vernon has attracted smaller, lighter industrial facilities. The City’s business friendly environment, low cost utilities and key location for trucking and rail transport continue to position Vernon as an ideal location for industrial uses.

**City Government:** The City Council consists of five members, elected at-large, who serve five-year staggered terms. A Mayor and a Mayor Pro Tem are annually appointed according to a rotation schedule based on year of election.

**Labor Force:** Vernon has approximately 225 employees, and its departments include a Police Department, Finance Department, Public Works Department, Public Utilities Department and Health and Environmental Control Department. Present bargaining units include the Vernon Police Officers Benefit Association, Vernon Police Management Association, International Brotherhood of Electrical Workers Local 47, and Teamsters Local 911.

**3. SUPPORT THE CITY IN PURCHASING PROPERTY**

The City of Vernon wishes to purchase property within the City of Vernon.

**4. SCOPE OF SERVICES REQUIRED**

The City of Vernon is seeking the services of a highly qualified consulting firm to assist in:

- A. The selected proposer will be responsible for providing support to the City of Vernon’s staff in analyzing, negotiating, and closing on the purchase of properties the City is interested in acquiring.

- B. The principal responsibilities of the selected proposer shall be to identify and qualify potential property, conduct due diligence on each property; negotiate the real estate transaction on selected properties to minimize the City of Vernon's overall cost.
- C. Prepare a comprehensive market study of available properties.
- D. Conduct due diligence investigation of each potential property suitability for the City's intended use.
- E. Prepare purchase agreements.
- F. Solicit draft transactions documents from selected sellers.
- G. Assist City with purchase negotiation process.
- H. Coordinate execution of all transaction documents.
- I. Other services as requested.

**5. QUALIFICATIONS & CRITERIA**

- A. **Qualifications:** The City of Vernon will select one firm for all of the outlined Scope of Service on the basis of qualifications, experience, and cost. The following are the minimum qualifications to be used to evaluate responses to this Request for Proposals:

Licensing: All real estate professionals who will be assigned to the City of Vernon's account must be real estate brokers ("Brokers") licensed pursuant to Business and Professions Code § 10130 et seq. and in good standing in the State of California as of June 1, 2021 and throughout the term of the contract. Only one application will be accepted from each firm, organization or company.

Proposer Profile: Proposers must provide real estate brokerage services to City of Vernon area commercial clients from an office within Los Angeles County, and must have a staff of at least 20 brokers in Los Angeles County. Only one submittal will be accepted from each firm, organization or company; competing "branch" offices or competing teams from the same corporate entity may not submit separate proposals. In calendar year 2020, the total value of all purchase/sale deals completed by proposer in Los Angeles County must have been at least \$100 million.

Broker Experience: The account executive(s) / lead brokers who will be assigned to the City of Vernon's account must each have a minimum of ten (10) year experience in providing commercial real estate brokerage service to clients. Within the last three (3) years, these brokers must have represented parties in at least three (3) completed purchase or sale transactions in Los

Angeles County Valued at a minimum of \$3 million each.

- B. **Selection Criteria:** The City will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received will be reviewed and evaluated by a committee of qualified personnel. The name, information, or experience of the individual members will not be made available to any proposer. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth above. The following criteria will be used in reviewing and comparing the proposals and in determining the highest scoring bid:
1. 60% Qualifications, background and prior experience of the firm in the Service Area(s) being proposed, experience of key staff assigned to oversee services provided to Vernon, evaluation of size and scope of similar work performed and success on that work.
  2. 15% Responsiveness to the RFP, and quality and responsiveness of the proposal.
  3. 25% References including past performance of proposer.

## 6. **FORMAT AND DELIVERY OF RESPONSE**

Respondents are asked to submit one (1) unbound original, three (3) hard copies and one (1) electronic copy (via email to Dwall@ci.vernon.ca.us) of their proposals in sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal should include, at a minimum, the following information in sectionalized format addressing all phases of the work in the RFP.

- A. **Format:** Limit your proposal to 20 typed 8.5" X 11" pages, or fewer, on white bond paper of at least 20-pound weight single sided (excluding cover letter and attachments. You may attach a firm brochure if you wish, but it must be as a separate attachment and independent from the required elements noted above.
1. Use a conventional typeface with a minimum font size of 12 points. Use a 1" margin on all borders.
  2. Organize your submittal in the order described above.
  3. Prominently label the package: "Commercial Real Estate Brokerage Services" and include the name of the primary contact for the respondent.

Deliver the response to:  
City of Vernon  
Attention: Daniel Wall, Director of Public Works  
4305 Santa Fe Avenue  
Vernon, CA 90058

City of Vernon Commercial Real Estate Brokerage Services Request for Proposals

4. Responses are due on or **before 5:00 p.m. on June 1, 2021**. Late response will not be accepted.
  5. If you have any questions about this RFP, please contact Dan Wall at (323) 583-8811 ext. 305. Please note that any questions asked and any response provided by Vernon will be sent to every person who will be submitting a proposal, to the extent the City is aware of them.
- B. **Cover Letter:** All proposals shall include a cover letter which states that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal. If the proposal contemplates the use of sub-contractors, the sub-contractors shall be identified in the cover letter. If the proposal is submitted by a business entity, the cover letter shall be executed by an officer authorized to contractually bind the business entity. With respect to the business entity, the cover letter shall also include: the identification of the business entity, including the name, address and telephone number of the business entity; and the name, title, address and telephone number of a contact person during the proposal evaluation period.
- C. **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.
- D. **General Scope of Work:** Briefly summarize the scope of work as the proposer perceives or envisions it for each Service Area proposed.
- E. **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.
- F. **Fees and Costs - Purchase Commission:** Should the City of Vernon complete a transaction for the purchase of a real property, the City expects that the proposer will be entitled to a brokerage commission paid by the seller of the property, pursuant to a commission split agreement between the proposer and the seller's broker, in accordance with standard market practice. Proposer will warrant that this is the case, and/or state other commission scenarios for consideration, if any, that it feels may be relevant.
- G. **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.

H. **Affidavit of Non-Collusion.** Proposer must submit a completed and executed, "Affidavit of Non-Collusion." (Copy attached as Exhibit A).

**7. ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION**

At any time prior to the due date for responses, the City may make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes. Addenda, changes, and amendments, if made, will be posted on the City's website ([www.cityofvernon.org](http://www.cityofvernon.org)), which is deemed adequate notice. A proposer may make a request to the City's project coordinator to be placed on a list of persons to receive notice of any such addenda, changes, or amendments. The preferred manner of communications is via e-mail due to its timeliness.

**8. CONDITIONS FOR RESPONSES TO RFP**

The following conditions apply to this RFP process:

- A. Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
- B. This RFP does not obligate the City to establish a list of service providers qualified as prime contractors, or award an agreement to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion.
- C. The City shall not be liable for any expenses incurred by any individual or organization in connection with this RFP.
- D. No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written/e-mail materials provided by any person other than designated contact staff of City shall not be considered binding.
- E. The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source.
- F. The dates, times, and sequence of events related to this RFP shall ultimately be determined by the City. The schedule shown above is subject to change, at the sole discretion of the City, although the City will attempt to follow it and, if it must be altered, will attempt to provide reasonable notice of the changes.
- G. Respondents shall not issue any news release pertaining to this RFP, or the

## City of Vernon Commercial Real Estate Brokerage Services Request for Proposals

City without prior written approval of the City.

- H. All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the City.

### **9. RIGHT BY THE CITY TO WITHDRAW THIS REQUEST**

The City may, at its sole discretion and for any reason whatsoever, withdraw this solicitation at any time.

### **10. STANDARD TERMS AND CONDITIONS**

Prior to the award of any work hereunder, City and proposer shall enter into the City's standard form services agreement, in substantially the same form as attached hereto as Exhibit B. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the Agreement. The term of the Agreement shall not exceed three (3) years pursuant to the Vernon Municipal Code.

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

**AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR**

STATE OF CALIFORNIA            )  
  ) ss  
COUNTY OF LOS ANGELES        )

\_\_\_\_\_, being  
first duly sworn deposes

and says that he/she is

\_\_\_\_\_  
(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of \_\_\_\_\_  
(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;

City of Vernon Commercial Real Estate Brokerage Services Request for Proposals

- 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: \_\_\_\_\_

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

Date: \_\_\_\_\_

March 2013

EXHIBIT B  
STANDARD FORM AGREEMENT

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S NAME] FOR COMMERCIAL REAL ESTATE BROKERAGE SERVICES

COVER PAGE

Contractor: [insert name of contractor]

Responsible Principal of Contractor: [insert name, title]

Notice Information - Contractor: [insert name of contractor]  
[insert street address]  
[insert city, state, zip code]  
Attention: [insert name, title]  
Phone: [insert phone number]

Notice Information - City: City of Vernon  
4305 Santa Fe Avenue  
Vernon, CA 90058  
Attention: Daniel Wall,  
Director of Public Works  
Telephone: (323) 583-8811 ext. 305

Commencement Date: [insert commencement date]

Termination Date: [insert termination date]

Consideration: Total not to exceed \$[insert amount]  
(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 [CONTRACTOR'S NAME] FOR COMMERCIAL REAL ESTATE BROKERAGE SERVICES

This Agreement is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and [Contractor's Name], a [State incorporated in] corporation ("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 \_\_\_\_\_, \_\_\_\_\_.

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 \_\_\_\_\_, and titled \_\_\_\_\_, and Contractor's proposal to the City ("Proposal") dated \_\_\_\_\_, 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, at its own expense, 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 [state date], and it shall continue until [state date which may not be more than three years from the commencement date], 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 [state amount] 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, material, supplies, facilities, equipment, and transportation which may be required for furnishing services pursuant to this Agreement. 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.

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 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 Agreement.

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 executed 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. 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 an agreement 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 executed 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. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

11.11.6 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 agreement 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: Daniel Wall, Director of Public Works  
4305 Santa Fe Avenue  
Vernon, CA 90058

If to the Contractor:

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 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 executed this Agreement as of the Commencement Date stated on the cover page.

City of Vernon, a California charter City and California municipal corporation

[CONTRACTOR'S NAME], a [State incorporated in] corporation

By: \_\_\_\_\_  
[Insert Name and Title]

By: \_\_\_\_\_

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

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

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Lisa Pope, City Clerk

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Arnold M. Alvarez-Glasman,  
Interim City Attorney

EXHIBIT A  
CONTRACTOR'S PROPOSAL

EXHIBIT B  
SCHEDULE

EXHIBIT C

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.

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND CBRE, INC.  
FOR COMMERCIAL REAL ESTATE BROKERAGE SERVICES

COVER PAGE

Contractor:	CBRE, Inc.
Responsible Principal of Contractor:	Andrew Ratner, Executive Managing Director
Notice Information - Contractor:	CBRE, Inc. 400 S. Hope Street 25 <sup>th</sup> Floor Los Angeles, CA 90071 Attention: Brian Hutcherson Phone: (858) 405-6109
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Daniel Wall, Director of Public Works Telephone: (323) 583-8811 ext. 305
Commencement Date:	August 3, 2021
Termination Date:	August 2, 2024
Consideration:	Purchase Commission structure as described in Exhibit B
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND CBRE, INC. FOR  
COMMERCIAL REAL ESTATE BROKERAGE SERVICES

This Agreement is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and CBRE, Inc., a California corporation ("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 August 3, 2021.

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 May 17, 2021, and titled Commercial Real Estate Brokerage Services, and Contractor's proposal to the City ("Proposal") dated June 1, 2021, 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, at its own expense, 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 August 3, 2021, and it shall continue until August 2, 2024, 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 Purchase Commission schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference.

5.2 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 Agreement. 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.

5.3 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:

5.3.1 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.

5.3.2 Approved reproduction charges.

5.3.3 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.

5.4 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.

5.5 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 Agreement.

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 executed 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. 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 an agreement 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 executed 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. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

11.11.6 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 agreement 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: Director of Public Works  
4305 Santa Fe Avenue  
Vernon, CA 90058

If to the Contractor: CBRE, Inc.  
Attention: Brian Hutcherson  
400 S. Hope Street  
25<sup>th</sup> Floor  
Los Angeles, CA 90071

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 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 executed this Agreement as of the Commencement Date stated on the cover page.

City of Vernon, a California charter City and California municipal corporation

CBRE, Inc., a California corporation

By: \_\_\_\_\_  
Carlos R. Fandino, Jr.,  
City Administrator

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lisa Pope, City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Zaynah N. Moussa,  
Interim City Attorney

EXHIBIT A  
COPY OF CBRE'S PROPOSAL

COPY

CBRE PROPOSAL TO CITY OF VERNON FOR

# COMMERCIAL REAL ESTATE BROKERAGE SERVICES



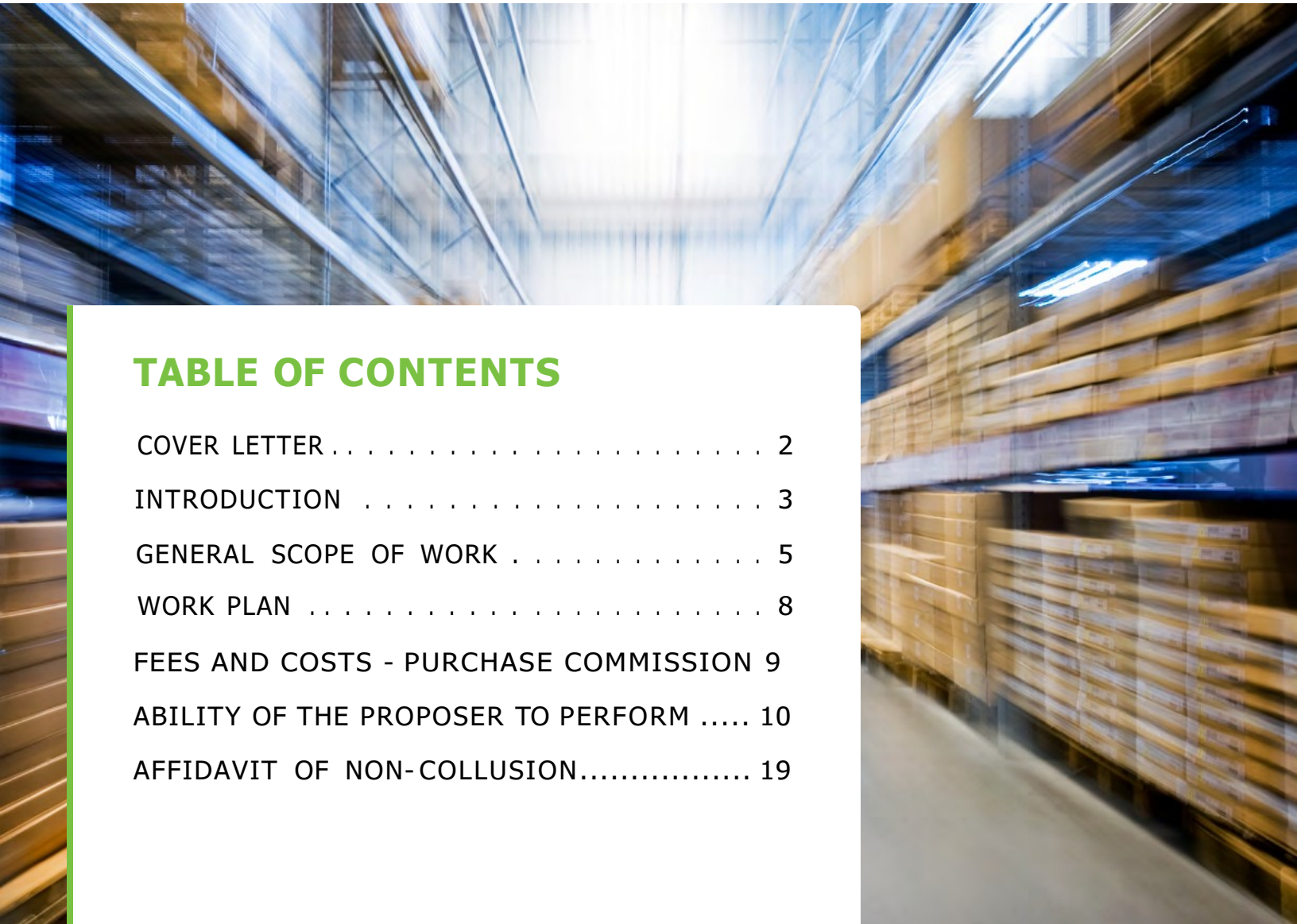
*60+ YEARS OF EXPERIENCE HELPING CLIENTS ACHIEVE  
OUTSTANDING OUTCOMES IN L.A.'S TIGHT AND EVER-  
CHANGING INDUSTRIAL MARKET*

June 1, 2021

**CITY OF VERNON: EXCLUSIVELY INDUSTRIAL**

**CBRE**





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CBRE © 2021 All Rights Reserved. All information included in this proposal pertaining to CBRE—including but not limited to its operations, employees, technology and clients—are proprietary and confidential, and are supplied with the understanding that they will be held in confidence and not disclosed to third parties without the prior written consent of CBRE. This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto. CBRE and the CBRE logo are service marks of CBRE, Inc. and/or its affiliated or related companies in the United States and other countries. All other marks displayed on this document are the property of their respective owners.

June 1, 2021



Daniel Wall, Director of Public Works  
City of Vernon  
4305 Santa Fe Avenue, Vernon, CA 90058  
Phone: (323) 583-8811

400 S Hope Street  
25th Floor  
Los Angeles, CA 90071  
+1 213 613 3333  
andrew.ratner@cbre.com

Re: RFP for Commercial Real Estate Brokerage Services

Dear Mr. Wall,

[www.cbre.com](http://www.cbre.com)

On behalf of CBRE, Inc., thank you for the opportunity to present our proposal for real estate services for the City of Vernon.

We understand that the City is seeking acquisition support for your purchase of properties and the corresponding market intelligence, transaction support, negotiation, and execution services necessary to complete acquisitions at a high standard for your taxpayers and stakeholders.

Represented on this assignment by John Hillman, CBRE Industrial & Logistics Services represents the largest industrial services platform in the world, offering an integrated suite of advisory, transaction and management services for occupiers and investors across the entire real estate life cycle. Our team members are regularly transacting in Vernon, bringing insights, seller networks, and proven strategies to achieve your purchasing goals at the lowest cost.

In addition we bring a unique resource in commercial real estate, a Public Institutions & Education Solutions (PIES) practice represented on this assignment by Brian Hutcherson, specifically focused on the commercial real estate needs of government entities providing Vernon best practices and no learning curve.

Our proposal is valid for 90 days from today. We have not proposed any subcontractors. As Executive Managing Director I am authorized to contractually bind CBRE. Our business entity information is below:

CBRE, Inc.  
400 S Hope Street  
25th Floor  
Los Angeles, CA 90071  
+1 213 613 3333

Proposal Contact Person:  
Brian Hutcherson  
Western Regional Manager  
CBRE Public Institutions & Education Solutions  
brian.hutcherson@cbre.com | 858 405 6109

Thank you very much for your consideration. If we are selected the City has my personal promise that our partnership will be governed by our RISE values: Respect, Integrity, Service, and Excellence. We look forward to the next steps in this process.

Sincerely,



ANDREW RATNER  
Executive Managing Director  
CBRE, Inc.



# 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.

## YOUR GOALS

We understand that the City of Vernon is seeking world class acquisition representation services to facilitate your purchase of sites for future industrial development as part of your strategy to attract industrial users and maintain your business-friendly reputation. The market for industrial land is competitive and dynamic, requiring a partner like CBRE, with the scale, market knowledge, and proven processes to help implement your vision.

## OUR SOLUTIONS

CBRE offers Vernon the area's leading commercial real estate services platform with over \$7.39B in closed transactions in 2020 in Vernon and Los Angeles County. Our team of 260+ brokers, research, marketing, mapping, and other support staff represent some of the area's leading entities on their property needs. Our Public Institutions & Education Solutions (PIES) practice brings proven success representing public sector clients nationwide on their most pressing real estate projects.

One of the priorities for Vernon on this assignment will be an ability to access both on- and off-market opportunities to acquire land. CBRE identifies and engages owners of on- and off-market properties by leveraging our deep network in the area and the entrepreneurialism of our brokers. Our leadership in the Vernon area means that we have a better understanding of the competitive landscape for acquisitions and more information about acquisition targets before they even hit the market.

The CBRE team is ready to support your acquisition needs as a purchaser throughout the acquisition process. Our approach to acquisitions is grounded in careful planning and preparation to ensure that Vernon's operational and financial goals are met, and that the solution is executed seamlessly and with minimal risk to the organization. Our experience with similar public sector clients means we can represent Vernon with no learning curve.

## THE CBRE DIFFERENCE

- + We establish your financial, operational and qualitative criteria and build consensus on site selection needs before engaging the market.
- + We identify viable alternatives in the market and leverage them to negotiate better deal terms for the City
- + We integrate market insight from our colleagues across multiple service lines, markets and product types, as appropriate, to fully vet all opportunities and potential challenges.
- + We negotiate from a position of strength on our clients' behalf to secure superior economics, concessions and flexibility to meet their needs.

## SIGNIFICANT STEPS

- + Review Vernon's desired goals for the project including ultimate purpose for acquiring property, site selection criteria, and any timing priorities or constraints
- + Review Vernon's geographical search parameters
- + Prepare a comprehensive market study of available properties (on and off-market), along with an interpretation and assessment of relevant market trends
- + Recommend off-market opportunities for potential acquisition
- + Conduct preliminary due diligence investigation of each potential property's suitability for the proposed use
- + Analyze potential site plans and their corresponding feasibility for desired uses
- + Confidentially contact property owners to confirm availability and pricing expectations on potential sites
- + Assist Vernon in determining appropriate shortlist of candidate properties by preparing presentations comparing alternatives
- + Develop offer strategy based on market activity and due diligence information received
- + Prepare letter of intent substantiating the offer; manage counter-offer process if any and communicate with seller in accordance with jointly developed CBRE and City strategy
- + Communicate with the seller on behalf of Vernon to obtain and review all necessary due diligence information, manage any notice periods and critical dates to Vernon's advantage, obtain any necessary 3rd party reports, and prepare to execute the purchase and sale agreement
- + If any items arise during due diligence that may be of concern, work with the City to review them and suggest remedies such as cures by the seller, price reductions, or other measures
- + Concurrently work on behalf of the City and with its legal counsel to prepare and negotiate the final purchase and sale agreement (PSA) that will govern the final sale following the due diligence period
- + Assist in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a purchase agreement is signed and all contingencies are satisfied or waived



# GENERAL SCOPE OF WORK

Briefly summarize the scope of work as the proposer perceives or envisions it for each Service Area proposed

We understand that our role will be to provide support to the City of Vernon's staff in analyzing, negotiating, and closing on the purchase of properties the City is interested in acquiring. To that end, CBRE will complete the below scope of work:

## IDENTIFY AND QUALIFY POTENTIAL PROPERTY

We will begin our engagement by meeting with the City to discuss your desired goals in the acquisition process and to understand your site selection criteria.

Thoughtful strategy *starts with the right questions.*



**Why** are you looking to acquire property?



In **what parts of the City** are you interested in purchasing?



Do you have a **budget in mind**?



What do you **plan to do with the properties** once purchased?



Are you seeking **land, buildings, or both**?



**How quickly** do the transaction(s) need to be completed?



What **size property** are you looking for?



**How many** properties are you looking to buy?



Is **leasing property** an option?

Following our discussion and complete understanding of your priorities and needs, the team will begin by **preparing a comprehensive market study of available properties.** CBRE will identify available sites through a combination of on and off-market sources. For example, with our access to American Industrial Real Estate Association (AIR), CoStar, and other listing services, CBRE will present a list of publicly for-sale properties for the City's consideration.

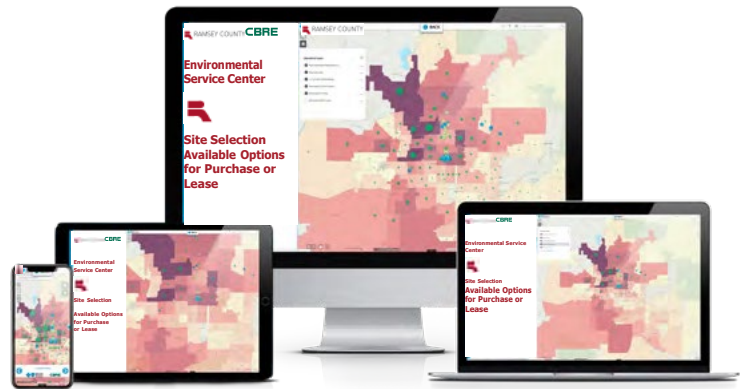
However, the real value of our brokerage professionals is in our ability to go beyond publicly listed sites and instead in our ability to probe our contacts and market intelligence for sites that may be unlisted or that are not yet on the market.

We are in the market every day, building relationships, scouting properties, and meeting owners, developers, and community members to ensure we have our fingers on the pulse of Vernon-area real estate. John Hillman has built a network of relationships with property owners poised to sell. With this network at its fingertips, Vernon has a significant advantage in the market.

Following our gathering of information, CBRE will present the available options to the Vernon team and develop a preliminary shortlist for further due diligence.

using CBRE's proprietary Dimension platform, we will prepare customized maps showing the properties, the relative advantages and disadvantages to their locations, and their interactivity with their locations such as proximity to major transit corridors, population centers, power infrastructure, etc.

With Dimension, Vernon can visualize the impact of potential acquisition decisions and more easily narrow down a short list of qualified properties with confidence and data on your side.



**WE HARNESS THE POWER OF MAPS AND DEMOGRAPHICS TO VISUALLY UNDERSTAND A LOCATION AND ITS IMPACT ON YOUR STRATEGY**

## CONDUCT DUE DILIGENCE ON EACH PROPERTY

Following the shortlisting of sites of particular interest to Vernon, CBRE will **conduct due diligence investigation of each potential property suitability for the City's intended use.**

Below is a check list of the items that may be reviewed in preparation of purchase. These items may vary based on the nature of the asset (ie vacant land versus improved land, etc). CBRE will review them along with your primary experts (attorneys, consultants, inspectors, etc) and provide our opinion to the City on the impact to site value and negotiation strategy.

### TITLE REPORT

- + land
- + improvements

### SURVEY

- + zoning
- + utilities to the site
- + land area calculation
- + easements
- + covenants
- + conditions and restrictions

### ENVIRONMENTAL ISSUES

- + Phase I reports
- + Phase II reports

### BUILDING SPECIFICATIONS

(IF APPLICABLE)

- + approximate areas and source and method of measurement
- + building footprint
- + site plan
- + exterior structure description
- + foundations/framing/windows
- + roofing/age
- + interior finishes
- + pending capital requirements
- + HVAC/electrical/emergency generators/lifesafety

### PARKING

- + asphalt conditions report
- + total number of stalls
- + number of handicapped stalls
- + revenue from parking

### THIRD PARTY CONTRACTS / AGREEMENTS

- + maintenance (elevators, roofs, HVAC etc.)

### OPERATING INFORMATION

- + tenant leases (if any)
- + recent operating statements
- + annual budget

## NEGOTIATE THE REAL ESTATE TRANSACTION ON SELECTED PROPERTIES TO MINIMIZE THE CITY OF VERNON'S OVERALL COST

We understand that acquiring quality property at low prices is important to the City and its taxpayers and stakeholders. Throughout the process we will continually seek ways to maximize your value on the acquisition and find leverage points in the negotiation.

CBRE will create and maintain a competitive environment throughout the acquisition process. Creating anxiety among bidders by carefully controlling information (while complying with public sector requirements) is a key element of this process. We pride ourselves on running clean and defensible negotiations and transaction strategies that withstand scrutiny and public attention. The team will **solicit draft transaction documents from selected sellers**, analyze offers and counteroffers and provide like kind comparisons of seller terms to recommend the optimal path for the City.

CBRE will **assist the City with the purchase negotiation process** by:

- Recommending offer and counter-offer approaches based on market data and our knowledge of owner pain points and potential competing offers
- Recommending a shortlisting process that leverages seller anxiety about potentially losing an offer and maintains the City's information advantage

Our process incorporates information such as:

### OWNER PROFILE

Is the ownership an individual or institution? What is the ownership's financial capabilities and reputation

### PROPERTY STATUS

What amount of debt exists on the property, if any? What percentage of the facility is vacant and for how long? Does the owner have lease rollover exposure and/or deferred capital maintenance?

### MARKET CONDITIONS

Do current conditions regarding absorption, asking prices, and cap rates favor buyers or sellers? Are there other active buyers whose requirements are competitive with the City's?

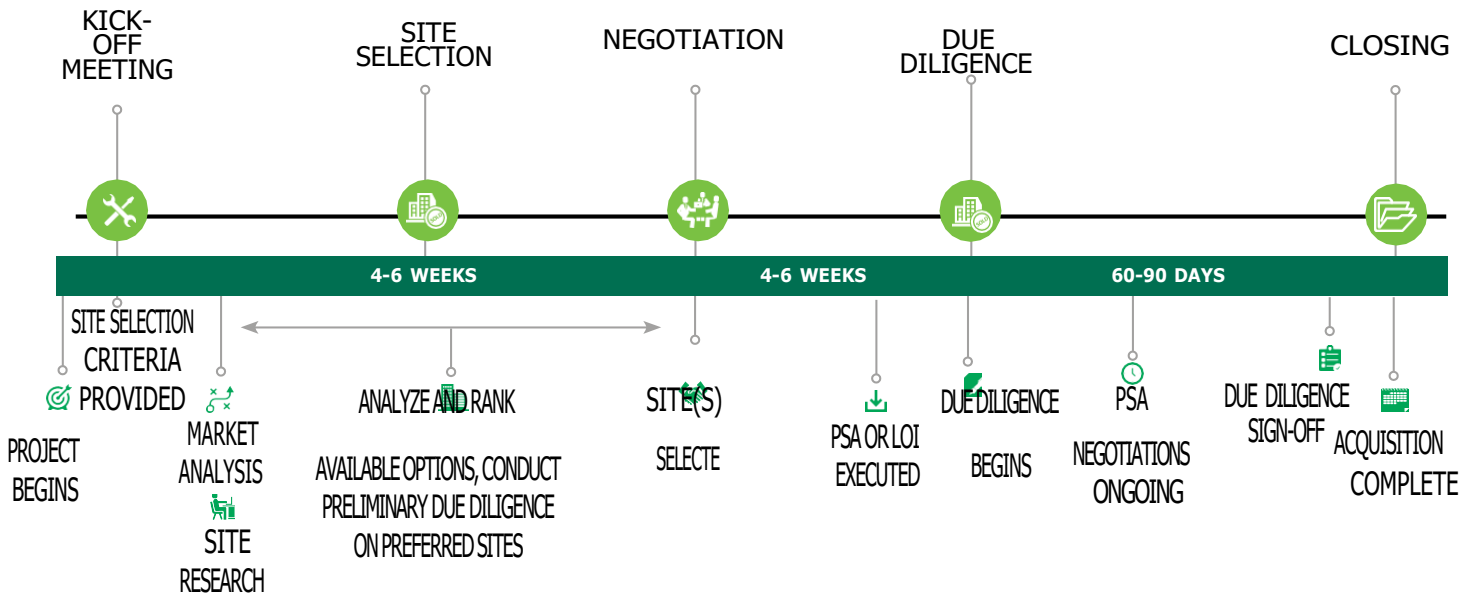
CBRE will work with the City's legal counsel to **prepare purchase agreements** that reflect the agreed upon terms. The team will also ensure that any issues that were uncovered during the due diligence period are reflected in purchase documents. In addition, we work side by side with our clients' counsel over working sessions, document reviews, and line by line comparisons to ensure the documents envision potential complications and provide a road map for each party. Our approach is to engage early and often to ensure our transaction documents comply with any of Vernon's statutory requirements and will withstand all scrutiny.

Finally, CBRE will be your complete partner throughout the closing process, **coordinating execution of all transaction documents**, partnering with the City's project team in Council meetings, staff communication, and other stakeholder management tasks at the direction and discretion of the City on an as-needed basis. This may include in-person participation, drafting presentations or other documents/materials, and/or other tasks to support the City in closing the best deal.

# 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.

We anticipate the below workplan and timeline as a guide to our activities on this assignment, subject to refinement based on our preliminary discussions with the City.



## FEES AND COSTS - PURCHASE COMMISSION

Should the City of Vernon complete a transaction for the purchase of a real property, the City expects that the proposer will be entitled to a brokerage commission paid by the seller of the property, pursuant to a commission split agreement between the proposer and the seller's broker, in accordance with standard market practice. Proposer will warrant that this is the case, and/or state other commission scenarios for consideration, if any, that it feels may be relevant.

Confirmed. CBRE will be entitled to a brokerage commission paid by the seller of the property, pursuant to a commission split agreement between the proposer and the seller's broker, in accordance with standard market practice. CBRE warrants that it will seek commission payment on a transaction through a third-party broker agreement or the owner of the asset. In this arrangement there will be no out of pocket costs for the City associated with CBRE's commission.

In the event that the seller does not have a commission split agreement with its broker, does not have a broker, or otherwise does not agree to pay a brokerage commission, CBRE will seek the commission payment from the City, in accordance with the following fee structure. The structure will be applied on a cumulative and compounding basis for transactions in which the City engages CBRE to acquire property through a fee simple sale.

<b>PURCHASE PRICE TRANCHE</b>	<b>COMMISSION</b>
\$0 - \$5,000,000	3.0%
\$5,000,001 - \$10,000,000	2.5%
\$10,000,001 - \$15,000,000	2.0%
\$15,000,001 - \$20,000,000	1.5%
\$20,000,00 +	1.0%

*CBRE will first seek commission payment from the seller*

For example, for an \$15,000,000 acquisition, our commission would be payable by the City ONLY if the seller did not agree to pay the commission, calculated as follows:

First \$5,000,000 x 3.0% = \$150,000

Next \$5,000,000 x 2.5% = \$125,000

Next \$5,000,000 x 2.0% = \$100,000

for a total of \$375,000 in commission payable to CBRE.

Within 30 days after the expiration or termination of this Agreement or any particular engagement to provide the Services, CBRE shall provide the City with a list of all parties with whom CBRE was engaged in active negotiations with respect to leases or other transactions for which fees could be earned under this Agreement. CBRE shall also provide the City with written evidence of such negotiations. If within 180 days after such expiration or termination date, the City enters into any agreement of sale, lease, sublease or other written agreement with a party on such list for which a fee would have been earned hereunder, CBRE shall earn the fee provided for under this Agreement to the same extent as if the Services had not expired or terminated. upon the expiration of the 180-day period, CBRE may present to the City for its consideration an extension of the fee protection period for any existing transactions which remain active and imminent. The City shall not be obligated to extend such period, but the Parties shall negotiate in good faith a fair compensation arrangement for the work performed by CBRE (or its Subagents) prior to termination. This paragraph shall survive the termination or expiration of this Agreement.

# 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 firm shall not subcontract any work under the RFP nor assign any work without the prior written consent of the City.

## MINIMUM REQUIREMENTS

### LICENSING:

Each of our proposed professionals are fully licensed by the State of California and are in good standing with the State. We have only submitted one application on behalf of CBRE.

### PROPOSER PROFILE

CBRE maintains five offices within Los Angeles County and has 260+ licensed real estate professionals (sales persons or brokers) on staff. In the calendar year 2020, CBRE completed \$7.39 billion in purchase and sale deals within Los Angeles County.

### BROKER EXPERIENCE:

Confirmed. The team assigned to lead the account has over 25 years of experience in commercial real estate. In the last three years the team has represented clients in 20+ purchase and sale transactions in and around Los Angeles County with a total consideration of \$100 million.

*In Vernon specifically, John Hillman has represented clients in the lease and sale of 16 properties in the last several years totaling over 1.2 million square feet.*

## OUR INDUSTRIAL SERVICES

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Owner/Landlord Representation              | <input checked="" type="checkbox"/> Site Selection                            |
| <input checked="" type="checkbox"/> Tenant/Purchaser Representation            | <input checked="" type="checkbox"/> Business-Plan Analysis                    |
| <input checked="" type="checkbox"/> Property Management Services               | <input checked="" type="checkbox"/> Highest And Best-Use Studies              |
| <input checked="" type="checkbox"/> Access to International Market Data        | <input checked="" type="checkbox"/> Transaction Analysis                      |
| <input checked="" type="checkbox"/> Valuation Studies                          | <input checked="" type="checkbox"/> Project Management                        |
| <input checked="" type="checkbox"/> Labor And Freight Cost Comparative Studies | <input checked="" type="checkbox"/> Land Acquisitions/Assemblage              |
| <input checked="" type="checkbox"/> Build-To-Suit Transaction Services         | <input checked="" type="checkbox"/> Supply-Chain Logistics Efficiency Studies |

**60+ YEARS OF EXPERIENCE HELPING CLIENTS ACHIEVE OUTSTANDING OUTCOMES IN L.A.'S TIGHT AND EVER-CHANGING INDUSTRIAL MARKET**



## AT THE CUTTING EDGE OF REAL ESTATE

With 100,000 employees working across 530 offices globally, five offices in Los Angeles County, 15 major business lines, and 100 specializations, CBRE is the world's largest commercial real estate services and investment firm with has the resources and experts to deliver results across the full real estate life cycle.

Our brokerage teams have the networks and contacts to provide a range of acquisition options to the City, and the market savvy to negotiate from a position of strength on attractive parcels in hot markets. With thousands of CBRE research analysts, GIS and mapping professionals marketing experts, graphic designers, and specialists in Capital Markets, Appraisals, Financial Consulting, and more, Vernon will have the world's broadest service offering at its fingertips.

With significantly higher annual revenues than any competitive firm, and an unwavering commitment to prudent expense management, CBRE is able to direct an unmatched level of financial resources toward serving our clients. In the last five years, CBRE has doubled our overall annual spend on technology and tripled our spending on infrastructure better equip and enable our professionals to be more

effective and efficient for our clients.

Last year alone, we spent over \$400 million in digital capabilities investments. Our industry-leading revenue position enables us to invest in top talent, innovative tools, market intelligence, research and other client-facing expertise and resources that drive innovation and ensure optimal outcomes for our clients.

We invest more money back into our business every year than our next biggest competitor has in free cash flow -- an investment we consider essential to our ability to serve the world's most significant corporations and organizations.

### WHAT DOES THIS MEAN FOR VERNON?

Reliability and excellence. We're here for the long haul and have been since 1906. Our business is diversified, our finances are in order, and our business model is sound. Whether we're weathering COVID-19 or maximizing your opportunities in a hot market, the City can be sure that CBRE will be a reliable partner with the resources and foundation to deliver results.

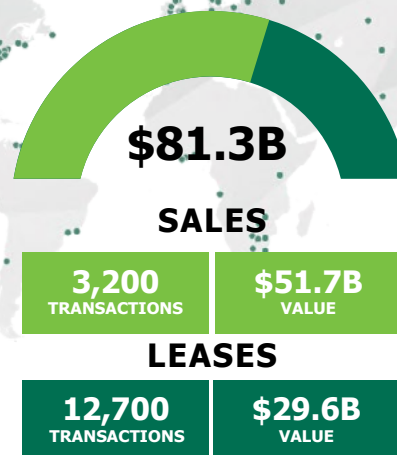
90% of the Fortune 100 and over 100 public sector clients trust CBRE with their real estate portfolios and projects.

### GLOBAL INDUSTRIAL TRANSACTION VALUE 2020

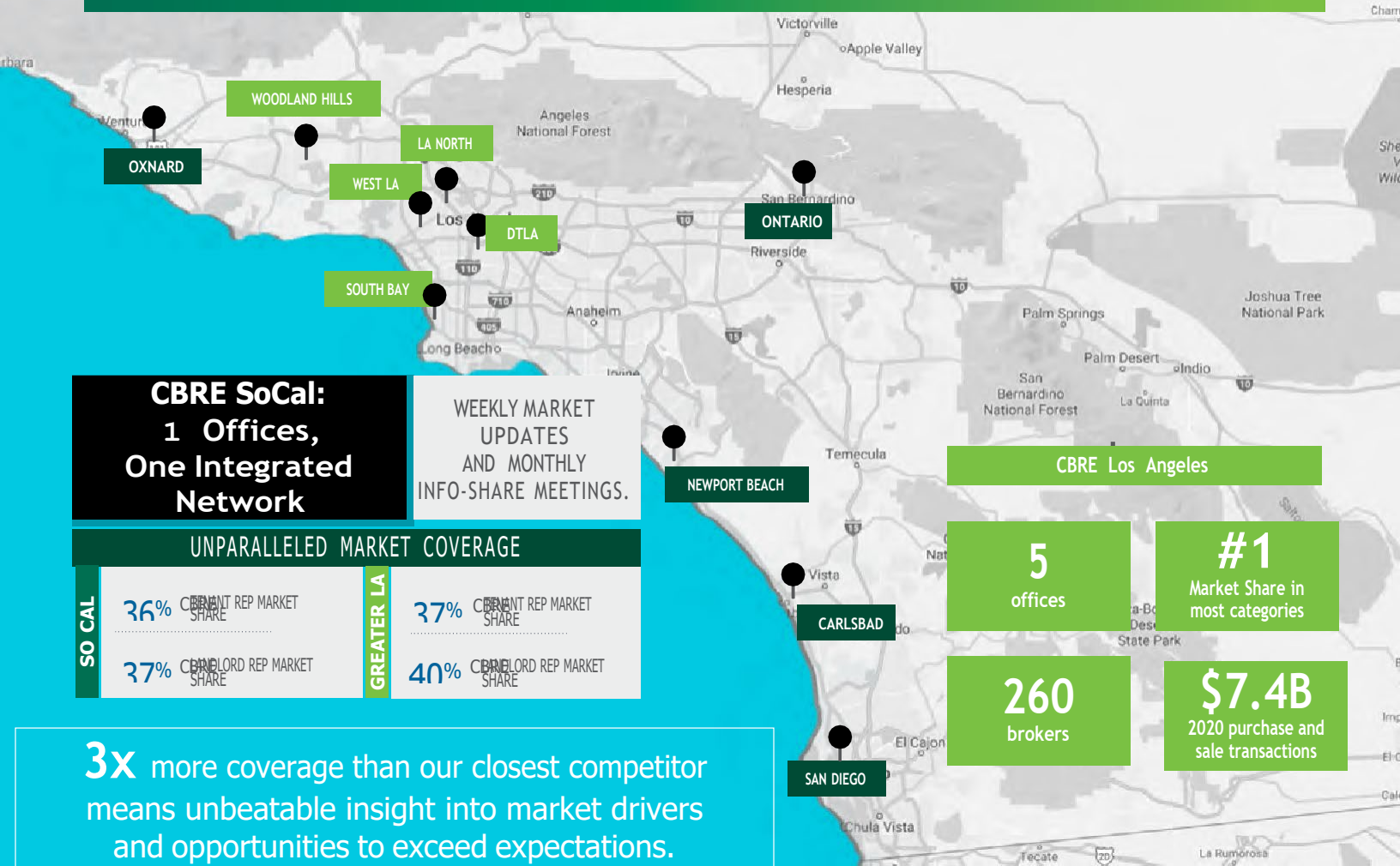


**#1**  
MARKET SHARE  
& MARKETPLACE  
ACTIVITY

**#1**  
BROKERAGE  
FIRM GLOBALLY,

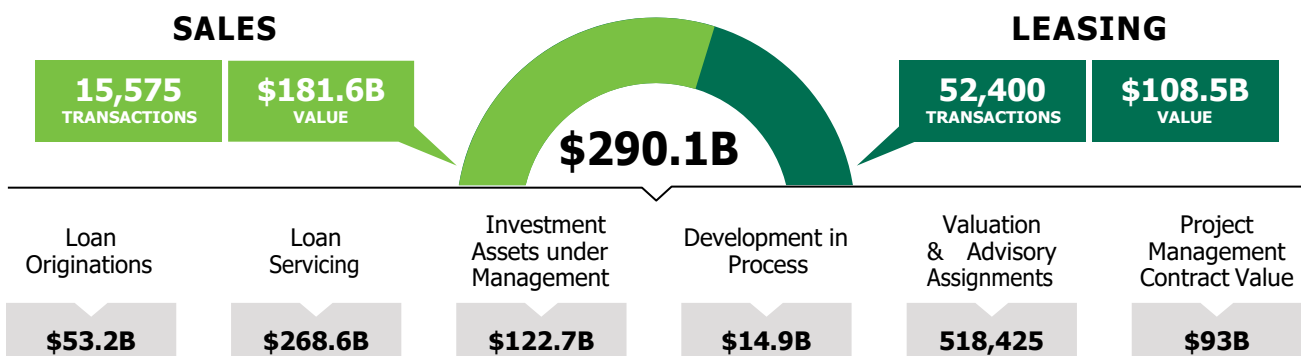


# CBRE LOS ANGELES RESOURCES = CITY OF VERNON ADVANTAGES



...our #1 market share and marketplace activity ensure that the advice we offer is accurate and relevant in ways otherwise unobtainable.

## WORLDWIDE TRANSACTION VALUE 2020

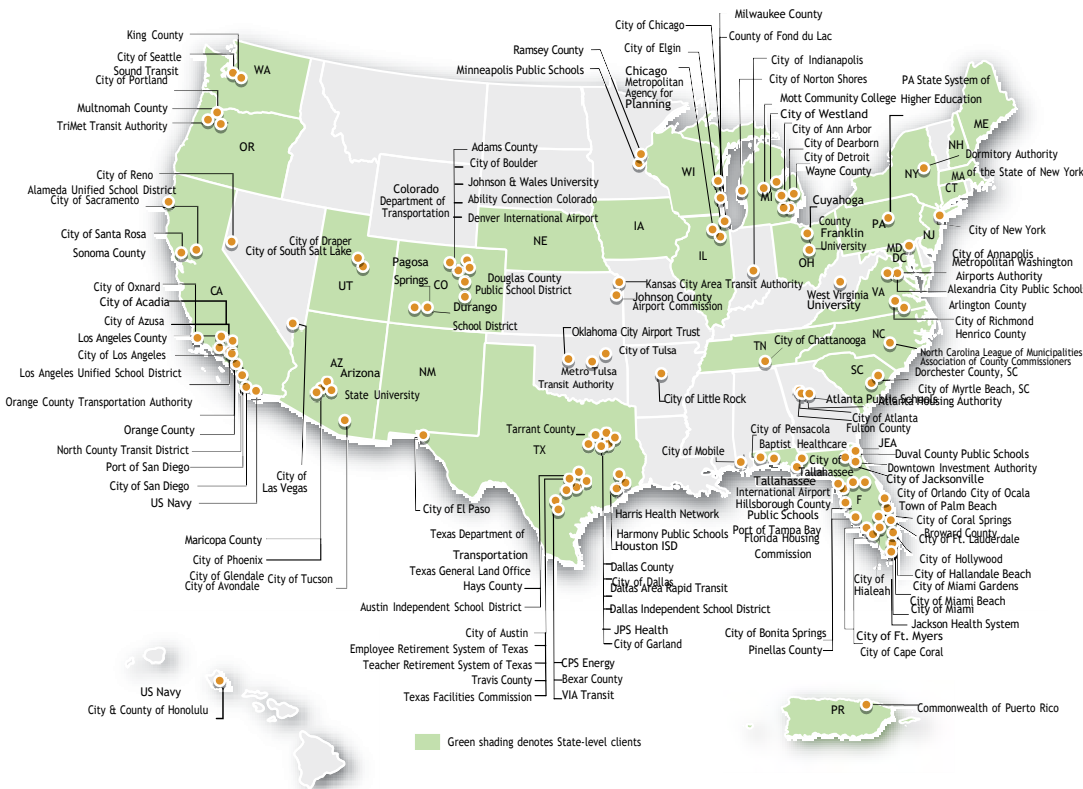


# PUBLIC SECTOR SPECIALISTS

CBRE's Public Institutions & Education Solutions (PIES) team exclusively focuses on the commercial real estate needs of the public and higher education sectors, providing complex brokerage, consulting, and representation on over 100 active contracts in 20 states. Our job is to bring the broad platform and resources of CBRE to public sector entities like Vernon. This experience gives us insight and familiarity with the strategies and processes that work best for public clients, the challenges you commonly face, and the importance of executing transactions at the highest standard and value. A list of our current and recent clients in the last 10 years is provided in the map below.

CBRE currently represents several relevant local and regional entities including Los Angeles County, the City of Los Angeles, the City of Oxnard, the North County Transit District, Sonoma County, the City of Azusa, the State of California, the California Judicial Courts System, and many others.

Public sector clients engage CBRE because of our unmatched experience and credibility advising on mission-oriented real estate portfolios locally, regionally, and nationally.



**25**  
states



**150+**  
combined  
years of  
experience



**50+**  
cities &  
counties



**A+**  
rating from State  
agencies



**100+**  
million square  
feet



**30+**  
P3  
redevelopment  
projects



**\$3B**  
revenue returned to  
government clients  
through sales and  
ground leases



**20+**  
team  
members

## YOUR TEAM

Combining local, regional, and national experts in all facets of commercial real estate, the CBRE team provides a one-stop shop for world-class advice and analysis.



### ACQUISITION TEAM



**Brian Hutcherson**  
Western Regional Manager  
CBRE Public Institutions &  
Education Solutions



**John Hillman**  
First Vice President  
CBRE Industrial & Logistics

### EXECUTIVE SUPPORT



**Andy Ratner**  
Executive Managing  
Director  
CBRE Los Angeles



**Michael McShea**  
National Co-Lead  
CBRE Public Institutions &  
Education Solutions

*Due to space limitations, we have provided resumes for Brian and John on the following pages. Please click here for resumes for our other team members*



### TRANSACTION SUPPORT



**Melinda Mallette**  
Business Services Coordinator



**Lauren Markey**  
Client Services Coordinator

### CONTRIBUTING PLATFORM RESOURCES

RESEARCH

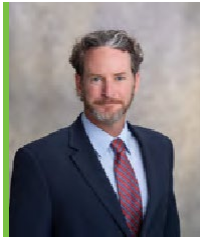
LOCATION  
INTELLIGENCE

FINANCIAL  
CONSULTING

APPRAISAL

CAPITAL MARKETS

PROPERTY  
MANAGEMENT



Brian Hutcherson  
Regional Manager  
Public Institutions and Education  
Solutions

Lic. 02075144

T: 858.546.2639  
Brian.Hutcherson@cbre.com

### **Clients Represented**

- North County Transit District, CA
- City of San Diego, CA
- City of Los Angeles, CA
- City of Arcadia, CA
- City of Azusa, CA
- City of Oxnard, CA
- City of Santa Rosa, CA
- County of Los Angeles, CA
- County of Sonoma, CA
- Alameda Unified School District, CA\
- Adams County, CO
- City of Las Vegas, NV
- McCarran International Airport, NV
- City & County of Honolulu, HI
- City of Avondale, AZ
- City of Glendale, AZ
- City of Cape Coral, FL
- City of Ft Myers, FL
- Oregon State
- State of Oregon
- US Navy

## **PROFESSIONAL EXPERIENCE**

Brian Hutcherson is the Regional Manager for the Western Region in CBRE's Public Institutions & Education Solutions practice. In this role, Brian advises and represents federal, state, county, municipal, and education clients on their real estate strategies, accessing specialty practice lines and services from across CBRE's global platform. As a result, Brian provides solutions ranging from strategic planning, transaction management, to development advisory advice and representation for public sector and education clients in California, Oregon, Arizona, Nevada, New Mexico, and Hawaii.

Brian currently advises on some of the most exciting projects in California including a 10-acre transit-oriented development in Oceanside on behalf of the North County Transit District, and several projects for the uS Navy. He also advises multiple municipal clients on their portfolio management and acquisition and disposition strategies ranging from fee simple purchases and sales, ground leases, leases, and public-private partnerships.

From his 20 plus years as an active duty Marine, Brian brings a depth of strategic planning, leadership, and project management expertise to the practice. He is adept at leading diverse teams in with diverse backgrounds.

## **SIGNIFICANT ASSIGNMENTS**

- Oceanside Transit Center P3 redevelopment, Oceanside, CA (\$400M)
- uS Navy Development advisory, San Diego and other locations
- Acquisition of property, Oxnard, CA
- Chanate Campus disposition, Sonoma County, CA
- Leasing Portfolio, Los Angeles County

## **PROFESSIONAL AFFILIATIONS AND EDUCATION**

- Bachelor of Science, History, Texas Christian university
- Master of Business Administration, university of Southern California



**John Hillman**  
 First Vice President  
 CBRE Advisory & Transaction  
 Services  
 Industrial & Logistics

Lic. 01223571  
 213 613 3755  
 john.hillman@cbre.com

**Clients Represented**

- Greyhound Lines, Inc.
- Sempra Energy
- Angelica Corporation
- Friedman Bag Company
- Farmers New World Life Insurance
- David V. Karney
- Cecil-Sayday Company
- Tag-It Pacific
- Ryowa Corporation (U.S.A.)
- General Woods and Veneer
- Courier Express, Inc.
- Pomona First Federal Bank and Trust
- Basic Line Embroidery
- Michael Smith et al Trust
- Advantage Alloy Wheel
- Avis Rent A Car Systems
- Mayo Clinic Foundation
- L.A. Properties Investment and Management
- Anschutz Entertainment Group (AEG)
- Guess?, Inc.
- Zimmerman Development Inc.
- Simple Fresh Fruit
- Namco Capital Group
- All Access Apparel, Inc.
- Gemini Shirtmakers
- BRC Imagination Arts
- P.F.D. Garments Inc.
- Minor Tire and Wheel
- Unitex Fabrics

**PROFESSIONAL EXPERIENCE**

John Hillman’s entrepreneurial spirit and dedication to the real estate business inspired him to create a successful 24 year, Los Angeles-based industrial and redevelopment real estate career. John’s expertise includes acquisition, disposition, and leasing of industrial assets in Los Angeles.

With over \$250 million in transactions over the past 3 years, John is a leading professional in the Los Angeles Industrial Market which includes the City of Vernon and surrounding area. Since joining CBRE in 1999, John has sold numerous Arts District properties (Ford Factory, 800 Traction, 3rd & Traction) and has represented such companies as Greyhound Lines, Avis Rental System and Trammell Crow Company, karney Management and Guess Jeans in their real estate transactions.

**PROFESSIONAL AFFILIATIONS AND EDUCATION**

- American Industrial Real Estate Association
- Industrial Council, City of Commerce
- California Licensed Real Estate Salesperson
- university of California Santa Barbara, Bachelor of Arts; Law and Society

**SIGNIFICANT ASSIGNMENTS IN VERNON**

CLIENT	PROPERTY ADDRESS	DEAL SIZE (SF)
karney Management Company	2528 E. 37th St	45,500
Rancho Foods Inc	2528 E. 37th St	45,500
Stems Development, Ltd.	2957 East 46th St	129,544
karney Management.	2528 E. 37th St	45,500
Rancho Foods Inc	2528 E. 37th St	45,500
karney Management	2602-2608 East 37th St	171,000
kBL Properties, Ltd.	2640 East 26th St	40,000
Alisu Investments, Ltd	2425 East 38th St	30,832
kbl Properties, Ltd.	2640 East 26th St	40,105
Centerpoint Properties Trust	4380 Ayers Ave	113,240
Stems Development, Ltd.	2957 East 46th St	131,763
Qfx Inc	2957 East 46th St	131,763
Alisu Investments Ltd & kargo Group GP	4901 South Boyle Ave	79,000
SDJ Enterprises	2263 E Vernon Ave	119,196
Yukon Avenue Enterprises Ltd	5010 Loma Vista Avenue And 4540 E 50th St	76,139
Centerpoint Properties Trust	4380 Ayers Ave	113,240
karney Management	3751 Seville Ave	177,552
The Mosaic Company	4060 East 26th Street	104,300 SF

## RECENT RELEVANT TRANSACTIONS



ACQUISITION OF VACANT HOTEL FOR AFFORDABLE HOUSING

» City of Oxnard



ACQUISITION OF INDUSTRIAL SITE FOR NEW POLICE STATION

» City of Fort Myers



ACQUISITION OF INDUSTRIAL SITE FOR GUN RANGE

» Wayne County



4010 WHITESIDE STREET, LOS ANGELES

» Buyer representation in \$2.4M purchase  
» Q2 2021



7919 PARAMOUNT BLVD, PICO RIVERA, CA 90660

» Leased 62,206 SF  
» Q1 2020



2825 S SANTA FE AVE VERNON, CA 90058

» Leased 47,006 SF  
» Q1 2020



5353 SLAUSON AVE COMMERCE, CA 90040

» Leased 75,500 SF  
» Q1 2020



8561 LOCH LOMOND DR PICO RIVERA, CA 90660

» Sold 26,144 SF  
» Q1 2020



7157 S PARAMOUNT BLVD, PICO RIVERA, CA 90660

» Leased 13,710 SF  
» 4Q 2019



905 MATEO LOS ANGELES, CA 90021

» Sold Q4 2019  
» 11,680 SF  
» Arts District



1033 ALHAMBRA LOS ANGELES, CA 90012

» Sold Q4 2019  
» 51,000 SF of Land  
» Future Redevelopment Site



252-260 LA STREET LOS ANGELES, CA 90012

» Sold Q1 2020  
» 49,500 SF  
» Creative Office Conversion Redevelopment

## REFERENCES

We maintain a high level of customer service and satisfaction by following four principles across all of our public sector engagements:

- + Executing transactions at a maximum value for the client. We find that our clients are most satisfied when transactions are on time, and at favorable terms, and we strive to achieve this standard every day.
- + Maximum communication. On any contract, change is inevitable. We find that communicating any changes in advance, avoiding surprises, is paramount to keeping our relationship running smoothly.
- + Measurement. Prior to each transaction, we establish key performance indicators with our clients to determine what is most important on that particular transaction. On our state portfolio accounts for example, we set indicators relating to lease term savings, square footage reductions, and number of transactions approved that we can report on regularly. These indicators help ensure we are all working towards similar goals, and can measure our success accordingly.
- + Executive-level engagement. The Executive Managing Director of our Los Angeles operations, Andy Ratner, is available to meet with the City to discuss the contract, our progress, ensure that the City is satisfied with CBRE's service, and make changes to our team, if necessary.

### **Xebec Realty**

Randy Kendrick and Jay Soni  
562-546-0200  
randyk@xebecrealty.com  
jays@xebecrealty.com

### **Karney Management**

Michael Downes  
Aliza Karney Guren  
310-476-5633  
michael\_downes@karney.net  
aliza\_guren@karney.net

### **Norman, Fox & Co.**

Steve Halpin  
323-973-4900  
shalpin@norfoxchem.com

### **Sonoma County, CA**

Caroline Judy  
Director of General Services  
707-890-0736  
Caroline.Judy@sonoma-county.org

### **City of Oxnard, CA**

Emilio Ramirez  
Housing Department  
(805) 385-8096  
housingdirector@oxnard.org





City of Vernon Commercial Real Estate Brokerage Services Request for Proposals

- 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:   
Title: Executive Managing Director & Executive Vice President

Date: May 26, 2021

March 2013



Andrew Ratner  
**Executive Managing  
Director & Executive Vice  
President**

**Downtown Los Angeles**

Lic. 00955004

+1 213.300.6119

andrew.ratner@cbre.com

#### **Clients Represented**

- Colgate Palmolive
- Cleveland Clinic
- Warner Bros., Inc.
- City National Bank
- United Technologies
- GAP
- Paramount Studios
- BNSF
- WindRiver Systems
- Boeing
- Alaska Airlines
- O'Melveny & Myers
- Capital Group
- Unocal
- BP Exploration
- Sempra/So Cal Gas
- ARCO
- Callaway Golf
- Times Mirror/LA Times

## **PROFESSIONAL EXPERIENCE**

Andy Ratner leads both the downtown Los Angeles office of CBRE and the Occupier Advisory & Transaction Services discipline in southern California. Andy is a highly-respected market leader having received the 2018 Extraordinary Times Award and the 2015 and 2017 Presidents Performance Award acknowledging outstanding leadership and financial performance.

Andy has 35 years of commercial real estate experience and during his career has completed some of the most significant and complex real estate consulting, leasing, structured finance, development advisory and investment sales assignments on record, with total value in excess of \$20 billion.

He began his career as a management consultant with Peat Marwick & Mitchell in Los Angeles (now KPMG) where he specialized in real estate consulting, financial institutions and bankruptcy. Prior to joining CBRE, Mr. Ratner was with Cushman Realty Corporation/Cushman & Wakefield for 25 years most recently serving as its Executive Managing Director in charge of the Global Occupier Consulting Group and prior to that its West Coast Regional Brokerage Leader.

Mr. Ratner is Past Chairman of the Board of Junior Achievement of Southern California, Inc. where he was given the inaugural Frank P. Pekny Award for exemplary leadership as a volunteer, mentor, executive committee member, ambassador, and board member. He is currently a member of CoreNet Global and the Central City Association. He was previously involved with the Urban Land Institute (UDMUC Silver Council), the California Real Estate Commissioners task force on License Reciprocity; the USC Lusk Center; the Advisory Board for the Jackie Robinson Foundation; and the UCLA Business Economics Council.

## **PROFESSIONAL AFFILIATIONS AND EDUCATION**

- Board of Junior Achievement of Southern California, Board of Directors and Past Chairman
- CoreNet Global
- Urban Land Institute (UDMUC Silver Council)
- California Real Estate Commissioners task force on License Reciprocity
- Jackie Robinson Foundation, Advisory Board
- UCLA Business Economics Council
- Economic Development for the Los Angeles Central City Association, Chariman
- Frank P. Pekny Award for exemplary leadership as a volunteer, mentor, executive committee member, ambassador, and board member for Junior Achievement
- University of California, Los Angeles, Bachelor of Arts, Economics
- USC Marshall School of Business, MBA, Corporate Finance

## **SIGNIFICANT ASSIGNMENTS**

- LA Football Club - Los Angeles, CA - Site selection consulting for new MLS stadium
- Korean Air - Los Angeles, CA - 1M SF Wilshire Grand development strategy
- AT&T - Dallas, TX - 200,000 SF world HQ occupancy strategy
- Princess Cruises - Valencia, CA - 300,00 SF world HQ/call center build-to-suit
- Union Bank - Los Angeles, CA - 300,000 SF southern California HQ occupancy strategy
- Bausch & Lomb - Rochester, NY - 350,000 SF world HQ build-to-suit



**Michael McShea**  
**Executive Vice President**  
**National Co-Lead**  
**CBRE Public Institutions & Education Solutions**

Lic. 02093585  
T: +1 202 669 2580  
michael.mcshea@cbre.com

#### **Clients Represented**

- Oakland, CA
- San Diego, CA
- Indianapolis, IN
- Miami, FL
- Ft Myers, FL
- Cape Coral, FL
- Mobile, AL
- Fort Lauderdale, FL
- Tulsa, OK
- Bloomington, IN
- Ann Arbor, MI
- Arlington County, VA
- Alexandria, VA
- Washington, DC
- Orange County, CA
- Maryland
- Florida
- North Carolina
- Tennessee
- South Carolina
- New York
- Michigan
- Commonwealth of Puerto Rico
- US Navy

## **PROFESSIONAL EXPERIENCE**

Michael B. McShea, Executive Vice President, is a co-leader of CBRE's state and local government practice. Mr. McShea provides strategic planning, development advisory, brokerage and other associated real estate services to government entities and education institutions nationwide. Mr. McShea manages some of the nation's most significant state and local government projects and portfolios. His public sector career began with the oversight of a contract with the Government of the District of Columbia, involving the restructuring of over 1 million square feet of municipal space under the auspices of the congressionally established Financial Control Board.

He has provided development advisory services for the College of William & Mary, Alexandria City Public School System, National Institutes of Health, John Hopkins Applied Research Laboratory and the University of Cincinnati. He has advised the cities of Indianapolis, IN, Mobile, AL, Ann Arbor, MI and Miami, FL on economic development initiatives and public private partnerships.

Mr. McShea has developed strategic plans for various government entities including, most recently, the states of Florida, South Carolina, Oakland, California and Mobile, Alabama. He has implemented strategic real estate plans for the City of New York, as well as the states of Arizona, Colorado, Maryland, Michigan, and Pennsylvania. Mr. McShea is currently advising the North County Transit District in Oceanside, CA on the development of a 10-acre TOD site surrounding the Oceanside Transit Center, as well as other numerous other ongoing P3 projects.

Mr. McShea has been a guest lecturer on various topics involving corporate, municipal and educational real estate including the National Association of College & University Business Officers (NACUBO), National Association of State Facility Administrators (NASFA), American Institute of Architects, California Association for Local Economic Development, American Association of Port Authorities, the Construction Manager Association of America and the Keenan Flagler Business School at the University of North Carolina Chapel Hill. He is also a regular speaker at various federal and state-level P3 conferences.

## **AWARDS & RECOGNITION**

- United States Conference of Mayors Outstanding Achievement in Public Private Partnership, City of Tulsa, City Hall Acquisition
- National Association of State Facility Administrators Outstanding Achievement Award, Portfolio Management with the State of Michigan

## **PROFESSIONAL AFFILIATIONS AND EDUCATION**

- Bachelor of Science, Business and Management, University of Maryland

CBRE PROPOSAL TO CITY OF VERNON FOR

# COMMERCIAL REAL ESTATE BROKERAGE SERVICES



*Thank you!*

June 1, 2021

**CITY OF VERNON: EXCLUSIVELY INDUSTRIAL**

**CBRE**



EXHIBIT B

PURCHASE COMMISSION/PAYMENT SCHEDULE

Commissions paid to the broker upon a completed transaction will generally be paid by the seller or the seller's broker. For any transaction, Contractor/Broker will first seek commission payment through a third-party broker agreement or through the seller/owner of the asset.

In the event that the seller does not have a commission split agreement with its broker, does not have a broker, or otherwise does not agree to pay a brokerage commission, CBRE will seek the commission payment from the City, in accordance with the following fee structure. The structure will be applied on a cumulative and compounding basis for transactions in which the City engages CBRE to acquire property through a fee simple sale.

<b>PURCHASE PRICE TRANCHE</b>	<b>COMMISSION</b>
\$0 - \$5,000,000	3.0%
\$5,000,001 - \$10,000,000	2.5%
\$10,000,001 - \$15,000,000	2.0%
\$15,000,001 - \$20,000,000	1.5%
\$20,000,00 +	1.0%

EXHIBIT C  
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-719-2021  
Submitted by: Adriana Ramos  
Submitting Department: Public Utilities  
Meeting Date: August 3, 2021

## **SUBJECT**

Attorney Services Agreement with Duncan, Weinberg, Genzer, & Pembroke, P.C.

## **Recommendation:**

Approve and authorize the City Administrator to execute an Attorney Services Agreement with Duncan, Weinberg, Genzer, & Pembroke, P.C. (DWG&P), in substantially the same form as submitted, for a three-year term in an amount not-to-exceed \$606,000, effective August 3, 2021, to provide specialized utility-related legal services to the Public Utilities Department.

## **Background:**

Vernon Public Utilities (VPU) has an immediate need to enter into an agreement for specialized utility-related legal services on an as-needed basis. Such services are necessary for matters related to Federal Energy Regulatory Commission (FERC), including but not limited to, VPU's annual Transmission Revenue Requirement (TRR), Transmission Revenue Balancing Account Adjustment (TRBAA) filings and Transmission Owner (TO) tariff, including Participating Transmission Owner (PTO) status in the California ISO (CAISO). FERC filing of TRR/TRBAA to include ramp up in first year/contract review; reviewing the numbers provided, drafting the transmittal to FERC and assembling the filing, following the FERC proceeding and any follow up needed.

Currently, VPU is evaluating whether or not to discontinue its PTO status with the CAISO. The selected attorney or firm is expected to coordinate with VPU staff on analysis performed and status, review of Transmission Control Agreement (TCA), review of Existing Transmission Contracts (ETCs), draft the termination notices, prepare for and coordinate with CAISO, California Public Utilities Commission (CPUC), FERC, Los Angeles Department of Water and Power (LADWP), Southern California Edison (SCE), and others as needed to explain reasons for termination and attempt to obtain consent/buy-in.

Assistance is also needed with regard to interpretation of and compliance with laws affecting California publicly owned utilities, such as in the areas of federal regulatory matters, North American Electric Reliability Corporation (NERC), Western Electricity Coordinating Council (WECC), CAISO, and advice on federal legislative and regulatory changes as they arise. Regulatory and other matters, to include, power plant permitting and license issues regarding VPU's existing two (2) 6MW peaking units, as well as permitting advice regarding possible new/replacement peaking plants. Advisory Services are also needed to include monitoring and providing regular updates regarding FERC, NERC, CPUC, CAISO, and California Energy Commission (CEC) issues impacting VPU.

On April 26, 2021, the City Administrator authorized issuance of a Request for Proposal (RFP) to seek proposals from law firms or an attorney to provide specialized utility-related legal services on an on-call basis. The RFP notification was posted on the City's website and Planet Bids. Furthermore, circulated copies of the RFP were submitted to qualifying firms. As a result of the outreach efforts, two (2) proposals were received on May 5, 2021. Proposals were reviewed from the following firms:

- Duncan, Weinberg, Genzer, & Pembroke, P.C. (DWG&P)
- Spiegel & McDiarmid LLP

Each proposal was thoroughly examined by a panel; in addition, each firm participated in an interview. An evaluation of each proposal was made based on costs, references, experience, and work plan. DWG&P was deemed the best firm to provide the desired services to VPU. Therefore, staff recommends that Council approve the proposed Attorney Service Agreement with DWG&P for a three-year term.

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

**Fiscal Impact:**

Based on the scope of work, the fiscal impact to the City is projected at an amount not-to-exceed \$606,000 over a three-year term. Services will be tracked and billed each month. Any potential expense reimbursements owed to the firm, pursuant to Section 4.2 of the proposed agreement, will be deducted from the total not-to-exceed amount of the agreement.

**Attachments:**

1. [Attorney Services Agreement with Duncan, Weinberg, Genzer, & Pembroke, P.C.](#)

ATTORNEY SERVICES AGREEMENT (TRANSACTIONAL) BETWEEN THE CITY OF  
VERNON AND DUNCAN, WEINBERG, GENZER, & PEMBROKE, P.C. FOR  
SPECIALIZED UTILITY LEGAL SERVICES

COVER PAGE

Associate Counsel:	Duncan, Weinberg, Genzer, & Pembroke, P.C.
Responsible Principal of Associate Counsel:	Lisa S. Gast, Vice President
Notice Information - Associate Counsel:	Duncan, Weinberg, Genzer, & Pembroke, P.C. 1667 K Street, Suite 700 Washington, DC 20006 Attention: Lisa S. Gast, Vice President Phone: (202) 791-3601 Facsimile: (202) 467-6379
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:	August 3, 2021
Termination Date:	August 2, 2024
Consideration:	Total not to exceed \$606,000.00 (includes all applicable sales tax)
Records Retention Period	Three (3) years, pursuant to Section 12.2

ATTORNEY SERVICES AGREEMENT (TRANSACTIONAL) BETWEEN THE CITY OF VERNON AND DUNCAN, WEINBERG, GENZER, & PEMBROKE, P.C. FOR SPECIALIZED UTILITY LEGAL SERVICES

This Agreement is entered into by and between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and Duncan, Weinberg, Genzer, & Pembroke, P.C., a Washington corporation ("Associate Counsel"). City and Associate Counsel are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the City desires to engage Associate Counsel, to assist the Public Utilities Department with specialized utility-related legal services on an as-needed basis; and

WHEREAS, Associate Counsel possesses the skills, qualifications, and experience necessary to assist as Associate Counsel in utility-related legal services; and

WHEREAS, the City Attorney of the City of Vernon, herein referred to as "City Attorney," is the Chief Legal Advisor for the City and is charged with the responsibility of protecting the interests of the City, its Council, officers, employees and agents, as provided for by California law and the Charter and ordinances of the City.

NOW, THEREFORE, the Parties agree as follows:

1.0 Scope of Services.

Associate Counsel hereby is associated as Counsel of Record in association with the City Attorney to perform such legal services as may be required from time to time in connection with specialized utility-related transactional matters and other legal matters as specified in Exhibit "A", hereto. Lisa S. Gast, Vice President, a principal member of the firm of Associate Counsel, shall be responsible for the performance of services hereunder, shall personally handle all significant matters, and shall supervise any services performed by other members of Associate Counsel's firm and by its employees. It is understood that the City Attorney is chief counsel of record for all purposes, and Associate Counsel's performance hereunder shall be under the direction and supervision of the Public Utilities Department and/or City Attorney's Office, that Associate Counsel shall coordinate its services hereunder with the Public Utilities Department, and that all performances required hereunder by Associate Counsel shall be performed to the satisfaction of the City.

Associate Counsel shall report to and receive direction from the Public Utilities Department and/or the City Attorney, depending on the matter assigned.

2.0 Time of Performance and Term.

The services of Associate Counsel are to commence upon the execution hereof ("Effective Date"), and the written assignment of particular matters, provided, the effectiveness of this Agreement is subject to approval by the City Council or City Administrator (as appropriate), and shall be undertaken and completed in such sequence as to assure their

completion as expeditiously as is consistent with professional skill and care. This Agreement shall automatically terminate three (3) years from the Effective Date, subject and pursuant to the terms of this Agreement.

### 3.0 Budgeting.

Associate Counsel handling specific City matters will be expected to institute and to adhere to budgeting and planning procedures in the sole discretion of the City. The general framework of the litigation budgeting and planning procedures is as follows:

#### 3.1 Budget:

- 3.1.1 Associate Counsel shall, if requested by the City, provide a Plan and a Budget, or revisions thereof, which will include a projection of recommended steps to be taken in the assigned matter and a range of costs for each step. The Plan and Budget will be reviewed and updated as necessary, at least every twelve months, or as more frequently requested by the City.
- 3.1.2 The Budget shall include an estimate of Associate Counsel's attorney's hours, fees, and disbursements during each phase and activity.
- 3.1.3 The Budget should include the anticipated cost of each line item, the time estimated to complete it, and the identity (name, title, billing rate) of the primary attorney handling it.
- 3.1.4 Each line item should be given a code number that can be used in the billing process and in preparation of updated progress reports.
- 3.1.5 The Budget is not a fixed fee agreement and is subject to revision. However, Associate Counsel understands and agrees that failure to timely submit a Budget or major unjustified deviations therefrom may constitute a breach and result in termination of this Agreement with Associate Counsel.

#### 3.2 Plan.

- 3.2.1 In addition to the Budget, Associate Counsel shall prepare a Plan, at least every twelve months, or as more frequently requested. The plan will start as an initial evaluation (before substantial costs are incurred) and shall include, with a discussion (where applicable): a) anticipated total costs; b) the primary issues; and c) tasks toward completion.
- 3.2.2 The Public Utilities Department shall be consulted by Associate Counsel regarding the component parts of projects/cases handled so that the Public Utilities Department can determine, or secure a determination from the City Council, as appropriate, tactics, strategy, and whether a particular activity makes sense from an

economic standpoint or can be done more economically in another fashion.

3.2.3 The Public Utilities Department is to be consulted regarding staffing of litigation and is to be advised of any significant shift in staffing.

3.2.4 The Public Utilities Department is to be provided with copies of any billing manuals or directions for billing practices in use by Associate Counsel within thirty (30) days of executing this Agreement.

#### 4.0 Compensation, Reimbursement and Methods of Payments.

##### 4.1 Compensation.

Associate Counsel 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. Fees for all services provided hereunder by all billers shall be charged in accordance with Exhibit "B", which is attached hereto and fully incorporated herein by reference. Associate Counsel's grand total, not-to-exceed compensation for the three (3) years of this Agreement shall not exceed the amount of \$606,000.00, without prior approval of the City Council and written amendment of this Agreement.

##### 4.2 Reimbursement.

In addition to the compensation provided above, the City will reimburse Associate Counsel only for the following expenses: printing, copying costs (not to exceed 10 cents a page), transcription fees, reporter's fees and ground transportation (in the amount set forth by the Internal Revenue Service standard mileage rate). Any other expense (e.g., travel expenses or travel time beyond Southern California) must be approved by the City in writing and in advance. No compensation shall be allowed for general overhead or support services such as typing, word processing, scanning hard-copy documents to .pdf format, secretarial time of any nature (normal, overflow, or overtime), clerical work, Lexis or Westlaw, equipment rental, calendaring, setting up files, updating files, computer time or service, nor any other expense not itemized in the approved Case Budget or otherwise approved by the City. There shall be no mark-ups on outside services.

4.3 The Public Utilities Department must approve in advance any single disbursement item in excess of \$500.00, including, but not limited to, investigators, copying, and experts. Requests for costs exceeding \$500.00 shall contain a recommendation of alternative information services, including use of City employees. Associate Counsel will use City Staff in lieu of outside experts whenever feasible.

4.4 The City expects moderation with regard to all expenses.

##### 4.5 Method of Billing.

Unless otherwise agreed, Associate Counsel shall provide monthly bills

unless fees and costs for a particular month are insignificant (*i.e.*, \$500 or less), in which case such charges will be added to the following month's bill. The following information must be provided in monthly bills:

- A. A detailed description of work, in time increments of .1 hour (one tenth of an hour) for and by each and every individual billing services. Associate Counsel shall keep the City advised regarding the identity and the billing rates of those people who work on the litigation account.
- B. Identification of the lawyer who is in charge of the matter.
- C. Detailed disbursement breakdowns, including the nature and purpose of each disbursement.
- D. Each billing item will be separately stated on a separate line identifying the biller, the time spent, and the exact nature of the service rendered. Narrative billing and block billing are unacceptable. For example, if numerous tasks are undertaken in one day, each should be identified with a specified time for performing that task, *i.e.* a telephone call, a court appearance, a meeting or legal research. All tasks performed on the same day should be entered as separate entries, identifying the time spent on each. Telephone conferences should specify the participants and the subject matter discussed. The City will not pay for vague descriptions for services which do not state the precise nature of the work performed and the need for the work. Words such as "research", "strategy", "analysis", "discovery", "conference", "preparation", "case management", "memorandum", "correspondence", "telephone call" or "meeting", without an explanation of (1) the specific topic or subject matter, (2) the persons involved, and (3) the need therefor, do not allow for accountability and are therefore non-reimbursable.
- E. The City will not pay for inter-office conferences among attorneys/billers unless a conference is a necessary strategy meeting relating to some significant legal issue or event, such as an upcoming trial, and then only one attorney may be billed. Where charges are made for conferences, the specific reason and need for each conference must be stated in detail, and the participants identified.
- F. Where charges are made for research time, the specific issue being researched and the need must be identified. City has retained Associate Counsel for its expertise, and therefore expects not to be billed for introductory or background research. The City will not pay for attorneys, law clerks and paralegals educating themselves or doing work of a transient nature on the case.
- G. The City expects the attorney assigned to the case to handle all significant matters in the case. If other attorneys are assigned to assist the primary attorney, the City must be notified. The City may request that the assigned work be instead handled by the primary

attorney. Thus, only those attorneys or persons approved in advance by the City may bill on the case. Upon City request, resumes will be provided for all persons (other than clerical or secretarial) working on the case.

- H. No more than two non-attorney support staff may bill on a particular case without the prior approval of the City.
- I. One paralegal may be used. Assignment of work to such paralegal should not result in duplicative work by the attorneys, or reworking of paralegal's work. Paralegal shall not perform clerical work, such as filing, indexing, date-stamping, organizing, etc., but shall perform work such as research, summarizing depositions, investigation, interviews of witnesses, etc.
- J. Upon request, each item billed must be coded to a specific budget line item, so a bill may be easily compared with the approved budget.
- K. A tracking system must be set up to periodically, at least every six months, to compare the amount of work completed to a percentage of the budget absorbed.
- L. The Public Utilities Department reserves the right to request various levels of detail and specific formats (such as columnar comparisons with established budgets).
- M. The City will not pay for more than one biller doing any task (e.g. two or more attorneys attending the same depositions or the same court appearances, a biller redoing the work of another biller, or duplicative entries for reviewing and analyzing documentation and legal research).
- N. Charges for time spent complying with billing inquiries and/or City audits are non-reimbursable.
- O. Photocopies of deposition transcripts shall be made whenever possible to reduce deposition expenses.
- P. No finance charge or interest will be paid by the City, nor billed by Associate Counsel.

#### 4.6 Timing of Payment.

The City shall pay Associate Counsel for services rendered and costs incurred hereunder, at the rates and in the amounts provided hereunder, on a monthly basis.

#### 5.0 Engagement of Other Counsel, Specialists or Experts.

Associate Counsel shall not engage or otherwise incur an obligation to pay other counsel, specialists or experts for services in connection with this Agreement without the prior written approval of the City.



6.0 Termination of Agreement and Legal Services.

Subject to the applicable provisions of the Rules of Professional Conduct of the State Bar of California, this Agreement and all legal services to be rendered hereunder may be terminated at any time by written notice from either party with or without cause. In such event, all finished or unfinished documents, project data and reports, both originals and all duplicate copies, in all forms and media requested by the City, shall immediately be turned over to the possession of City, which owns all such materials. In the event of such termination, Associate Counsel shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted, in the City's sole discretion, in light of the particular facts and circumstances involved in such termination.

7.0 Interest of Members of Local Public Agency.

No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any discretion, function or responsibility in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

8.0 Interest of Counsel.

Associate Counsel agrees to secure the informed written consent of the City Attorney before accepting any representation adverse to the City (actual or apparent) during the term of this Agreement, and to forego such representation if the City Attorney, in his/her sole discretion, objects for any reason.

9.0 General Procedures.

Copies of major documents, correspondence and periodic status reports shall be submitted to keep the Public Utilities Department advised of any major developments in the matter. Once the Plan is approved, Associate Counsel need not advise the City of each and every step being taken. As long as Associate Counsel is complying with the Plan, it should provide periodic reviews and information on significant matters. The City does not, however, want boilerplate routine letters announcing each and every procedural step being taken.

10.0 Policy for Investigation and Discovery Assistance.

A copy of the City Attorney's Policy for Investigation and Discovery Assistance is attached hereto as Exhibit "C" which is attached hereto and fully incorporated herein by reference.

11.0 Conflict of Interest.

Associate Counsel certifies that no member, officer or employee of the Associate Counsel is an officer or employee of the City of Vernon except to the extent permitted by law.

Associate Counsel agrees to secure the informed written consent of the City Attorney before accepting any representation adverse to the City (actual or apparent) during the term of this Agreement, and to forego such representation if the City Attorney, in his/her sole discretion, objects for any reason.

12.0 Maintenance and Inspection of Records.

12.1 The City and any other Federal, State or local governmental agency, and any of their authorized auditors or representatives, shall have access to, and the right to audit and reproduce any of Associate Counsel's records to the extent the City or such other governmental agency deems necessary to ensure that City is paying only the amounts to which Associate Counsel is properly entitled or for other purposes relating to the Agreement.

12.2 Associate Counsel shall maintain and preserve all such records for at least three (3) years after termination of the Agreement or until an audit has been completed and accepted in writing by City. Upon written notice by the City, the Associate Counsel shall promptly make all such records available to auditors or other representatives of the City or other governmental agencies.

12.3 If Associate Counsel does not maintain such records in the City of Vernon, Associate Counsel shall either deliver said records at its expense to Vernon or shall promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than the City of Vernon, including, but not limited to, expenses for personnel, salaries, private auditors, lodging, meals, and overhead.

13.0 Indemnity.

Associate Counsel 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 Associate Counsel, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Associate Counsel hereunder, or arising from Associate Counsel'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.

14.0 INSURANCE.

Associate Counsel 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.

14.1 Automobile Liability with minimum limits of at least \$100,000/300,000/500,000 if written on a personal automobile liability form, for using a personal vehicle; or an amount of \$500,000 including owned, hired, and non-owned liability coverage if written on a Commercial automobile liability form.

14.2 General Liability with minimum limits of at least \$1,000,000 combined single limits 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 Council, commissioners, officers, employees, agents, and volunteers registered with the City of Vernon must be

endorsed on the policy as additional insureds as respects liability arising out of the Associate Counsel's performance of this Agreement.

14.3 Professional Errors and Omissions coverage in a sum of at least \$1,000,000. If a claims-made policy is obtained, a "tail" of at least three years shall be purchased if non-renewed within three (3) years of completion of performance under this Agreement. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate.

14.4 Associate Counsel shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

14.4.1 Provide copy of permissive self-insurance certificate approved by the State of California; or

14.4.2 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 Council, commissioners, officers, employees, and volunteers for losses arising from performance of this Agreement; or

14.4.3 Provide an insurance exemption form certifying that no employees subject to workers' compensation law will be used in performance of this Agreement.

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

14.4.5 Insurance shall be placed with insurers with a Best's rating of no less than B:VIII.

14.4.6 Prior to commencement of performance, Associate Counsel shall furnish City with a certificate of insurance for each policy. Each certificate is to be executed 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.

14.4.7 Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Associate Counsel 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 Associate Counsel by way of set-off or recoupment from sums due Associate Counsel, at City's option; (b) immediately terminate this Agreement; 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 Associate Counsel, by way of set-off or recoupment from any sums due Associate Counsel.

15.0 Choice of Forum.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Associate Counsel 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.

16.0 Incorporation by Reference.

This Agreement incorporates by reference the Request for Proposal and specifications therein, and all attachments, and the Proposal by Associate Counsel, and all attachments.

17.0 Order of Precedence.

In case of conflict between the terms of this Agreement and the terms in any document attached as an exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail.

18.0 Equal Employment Opportunity Practices.

Associate Counsel 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. Associate Counsel further certifies that it will not maintain any segregated facilities. The Equal Employment Opportunity Practices provisions are set forth in Exhibit "D".

19.0 Ethical Guarantees.

19.1 Associate Counsel warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Associate Counsel, or any agent or representative of Associate Counsel, to any officer or employee of City with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, City shall be entitled to pursue the same remedies including, but not limited to, termination, against Associate Counsel as it could pursue in the event of Associate Counsel's default.

19.2 Associate Counsel and its members shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

20.0 Right to Offset Claims for Money.

All claims of money due or to become due from City shall be subject to deduction or offset by City from any monies due Associate Counsel by reason of any claim or counterclaim arising out of: (i) this Agreement, or (ii) any purchase order, or (iii) any other transaction with Associate Counsel.

21.0 Modification.

Any modification of this Agreement will be effective only if it is in writing executed by all parties to this Agreement, and, where applicable, if it is approved by City Council.

22.0 Severability/Partial Invalidity.

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations shall remain in full force and effect. Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, then the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

23.0 Time of the Essence.

Time is of the essence in the performance of this Agreement.

24.0 No assignment by a party hereto of any rights under or interest in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically state to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the City and Associate Counsel have executed this Agreement as of the Commencement Date stated on the cover page and agree as set forth hereinabove.

DATED: \_\_\_\_\_

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

By: \_\_\_\_\_  
Carlos Fandino, City Administrator

DATED: \_\_\_\_\_

Duncan, Weinberg, Genzer, & Pembroke, P.C., a Washington corporation

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
Lisa Pope, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Zaynah N. Moussa,  
Interim City Attorney

EXHIBIT A  
SCOPE OF SERVICES

## **II. SCOPE OF WORK**

The City is looking for legal counsel to assist in providing specialized legal services to VPU pertaining to general electric utility legal needs and matters related to FERC, NERC, WECC and the CAISO, and advice on federal legislative and regulatory changes as they arise. Issues may include, but are not limited to, VPU's activities as a Participating Transmission Owner ("PTO") in the CAISO, including all aspects of VPU's annual Transmission Revenue Requirement ("TRR"), its Transmission Revenue Balancing Account Adjustment ("TRBAA") and Transmission Owner ("TO") tariff. We understand VPU is currently evaluating whether or not to discontinue its PTO status in the CAISO, and the selected attorney or firm will be needed to assist in this evaluation, and with implementation of VPU's decision. The scope of work will also include interpretation of and compliance with laws affecting California publicly owned utilities, in areas such as federal regulatory matters and NERC and WECC Reliability Standards compliance.

## **III. WORK PLAN AND APPROACH**

We endeavor to provide our clients with innovative strategic advice and legal counsel. For example, there may be answers, responses, or solutions to the issues our clients face that on first blush seem appropriate. The more obvious choice may not be the best choice, and we never assume that is the case. Rather, our analytical process considers a multitude of factors -- long- and short-term considerations, public perception, practical considerations, legal standards, the relevant facts, obvious as well as unconventional responses, and how the client defines success -- which help us devise and tailor strategies that frame the discussion in a manner advantageous to our individual clients. Another way we set ourselves apart is through a high level of personal dedication to our clients' interests. While we always remain objective counselors, our representation is characterized by a passion for our clients' interests, which is demonstrated through scrupulous attention to detail and an eagerness to go the extra mile.

While each discrete issue and matter that may arise during a course of legal representation is unique, we envision, if approved, a series of tasks laid out below that will aid the City and VPU in ensuring the City and VPU are aware of all federal regulatory and legislative changes that will affect VPU as they arise.

**FERC Monitoring and Reporting.** FERC's policies are evolving with the changes in energy markets, and its activities in recent months reflect its growing reach into traditionally local resource issues such as distributed energy resource participation, demand response, and energy storage, with the appellate courts upholding FERC's jurisdictional reach. To provide our clients with early notice and timely analysis and recommendations, the Firm has developed an effective and cost-efficient method of monitoring FERC filings, issuances and policy developments and reporting pertinent matters to clients. We also provide updates on court decisions relating to FERC matters. If approved, we will tailor our monitoring program to the City's particular needs so the City and/or VPU contacts will receive key documents, information, and recommendations on those issues that impact VPU on a timely basis.

Each day, we screen for FERC filings and issuances to provide our clients with the earliest feasible notice of pertinent matters. After each screening review, we prepare "Issuances e-mails"



with a concise summary of pertinent matters, noting deadlines and providing links to the source documents. We have a strong understanding of each of our client's key interests, and we promptly confer and gather input from our clients to determine which FERC proceedings warrant detailed summaries, analysis or recommendations. As we already perform this monitoring and reporting function for a group of like-minded California public power entities, this becomes a very cost-effective approach to ensuring our clients are well informed.

**State Regulatory Monitoring and Reporting.** We routinely identify and participate in current proceedings before the CPUC, CEC, CARB, and the California State Water Resources Control Board ("Water Board"), and include proceeding information within our "Issuances e-mails" for our California public power clients that have requested such information. Our state monitoring efforts have identified and highlighted issues of importance to many local California municipalities, including CPUC and CEC proceedings considering the implementation of microgrids and the statutorily mandated joint report on SB 100, the Water Board's consideration of once-through-cooling ("OTC") plant extensions, the CEC's consideration of regulations to enforce renewable portfolio standard ("RPS") regulations on publicly owned utilities, physical security standards promulgated by the CPUC, community air program plans developed pursuant to AB 617, and decarbonization of buildings. These activities have brought our clients information that is valuable in their day-to-day business operations. We also monitor developments in California legal issues affecting municipal utilities, such as court decisions defining the contours of Prop 26. As with FERC monitoring, our broad base of California public power clients allows us to deliver cost-effective client services in monitoring and reporting. Our knowledge of our clients' interests and objectives, developed over years of continuous service, allows us to be efficient and discerning.

**CAISO Stakeholder Participation.** Through CAISO market notices and related communications, we identify stakeholder processes to ensure clients are aware of opportunities to advocate their interests at the initial stages of development of CAISO regulatory policies, rules, and practices. CAISO's market rules are rapidly changing to meet the challenges presented by climate goals, changing resources and new market entrants, while also seeking to expand its market footprint. CAISO regularly establishes new rules to comply with FERC's evolving governance of energy markets. These changes, which can have significant impacts on our clients, commence in CAISO's stakeholder processes before reaching FERC. These initiatives include the Energy Storage and Distributed Energy Resources ("ESDER"), Hybrid Resources, Maximum Import Capability Enhancements, Day Ahead Market Enhancements, Extended Day-Ahead Market, and Resource Adequacy Enhancements initiatives. Further, CAISO is addressing the shortages experienced last summer, and expected shortages this summer, through its Summer Readiness initiatives, in parallel with CPUC initiatives. Our experience has shown that our clients that actively participate in key stakeholder processes are better able to influence CAISO to make necessary changes before submitting its proposals to FERC.

**Reliability, Cybersecurity and Supply Chain Security Monitoring and Reporting.** Project Team members closely monitor the NERC and WECC Reliability Standards development processes at the industry stakeholder level, informing clients of relevant issues as well as deadlines for ballot voting for new standards development. For several clients, Project Team members has routine, scheduled calls with the client's reliability compliance staff, or acts as a

member of the utility's compliance "team", to confer on the latest issues of interest to the client in the reliability context. In this way, we are able to gauge the client's level of interest in NERC filings and FERC orders, as well as WECC and NERC developments, which allows us to tailor our memoranda and communications with the client and appropriately allocate our time to reflect their evolving priorities. As cybersecurity, physical security, and supply chain risk management have risen as key areas of concern, Project Team members has reported on developments issuing from the DOE, the National Institute of Standards and Technology, and the White House. We have assisted clients in implementing supply chain security protections required by NERC by revising standard contract language for equipment and software procurements. We understand the City has been deregistered from WECC as of 2008 (for GO and GOP) and 2015 (for LSE and PSE); we would work with VPU to determine what level of NERC and WECC monitoring is appropriate. As Project Team members' representation of clients in reliability matters spans other Regional Entities (such as the Midwest Reliability Organization), we are able to provide comparative perspective to developments in other areas of the country.

**Federal Legislative Monitoring and Reporting.** As noted above, the Firm has a national public power client base. From our vantage point in the heart of Washington, D.C., we routinely monitor Federal legislative actions that may impact our clients. We have a strong relationship with the leadership of APPA, for which we also serve as counsel from time-to-time, and are able to exchange information with them on expected or pending legislative matters anticipated to affect public power entities such as VPU.

**VPU's Status as a Participating Transmission Owner in the CAISO.** Project Team members have been assisting municipal utilities in California since the CAISO Operations Date of April 1, 1998, participating in the negotiation of the original CAISO Tariff and the *pro forma* agreements that are still in use today, and have continued to participate actively in all regulatory changes made to the CAISO since then (see below for a sampling of our participation). For this reason, the Firm is qualified to assist VPU in submitting its annual TRR filing, its TRBAA filing, generally assisting VPU as a PTO in the CAISO and in its evaluation of whether or not to continue its PTO status, and implementation of any decision it might make in this regard. Moreover, in representing the City of Santa Clara's electric utility, Silicon Valley Power, Project Team members are well versed in all aspects of the CAISO's Metered Sub-system ("MSS") construct, which will be important if VPU decides to discontinue participating in the CAISO as a PTO and remain an MSS.

EXHIBIT B  
FEES AND COST

## FEES AND COSTS

<b>Key Personnel</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Shareholders with Client Responsibility <sup>1</sup>	\$420/hr.	\$435/hr.	\$435/hr.
Shareholders, <sup>2</sup> Senior Counsel, and Of Counsel	\$395/hr.	\$410/hr.	\$410/hr.
Senior Associates	\$350/hr.	\$350/hr.	\$350/hr.
Associates <sup>3</sup>	\$310/hr.	\$310/hr.	\$310/hr.
Non-Attorney Policy Staff <sup>4</sup>	\$265/hr.	\$270/hr.	\$270/hr.
Non-Attorney Staff	\$215/hr.	\$220/hr.	\$220/hr.
Paralegals and Law Clerks	\$175/hr.	\$175/hr.	\$175/hr.

\*\*\*DWGP understands and agrees to the Reimbursement terms of the Standard Form Contract and will not charge for the expenses prohibited therein, including but not limited to secretarial time of any nature, clerical work, Lexis or Westlaw, setting up or updating files. Although not prohibited by the Standard Form Contract, DWGP will also not charge for copying, couriering, faxing or other incidental tasks related to our representation. Travel expenses will only be charged when approved in writing and in advance.\*\*\*

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<sup>1</sup> Key Staff in this billing category include Lisa Gast.

<sup>2</sup> Key Staff in this billing category include Sean Neal and Peter Scanlon.

<sup>3</sup> Key Staff in this billing category currently includes Lauren M. Perkins and Sylvania Dakowicz. Over the course of the contract, we anticipate that Ms. Perkins and Ms. Dakowicz may become Senior Associates.

<sup>4</sup> Key Staff in this billing category includes Barry Lawson, formerly Senior Director of Regulatory Affairs for NRECA, who will be joining DWGP on May 24, 2021.

## EXHIBIT C

### POLICY FOR INVESTIGATION AND DISCOVERY ASSISTANCE

The following sets forth the policy of this office regarding investigation and other assistance in the defense of liability cases involving the City of Vernon or City employees. The objective is to provide current and long-range investigative assistance and guidance on all liability cases.

1. Copies of the summons, complaint and claims investigation reports, if available, will be forwarded to Associate Counsel upon assignment of the lawsuit to defense counsel.
2. Associate Counsel, in evaluating the lawsuit, is to advise the City Attorney as to further investigative needs. The services of an investigating agency, approved by the City Attorney, may be requested to assist Associate Counsel in their investigation. The agency is to furnish this office with copies of all its reports.
3. After receiving Associate Counsel's request, the investigating agency commences the specified investigation and outlines its recommendations for additional investigation, but does not commence such additional investigation until specifically requested by Associate Counsel to do so.
4. In addition to investigation, the investigating agency assists with such discovery, needed diagrams, photographs and other information as may be requested by Associate Counsel.
5. Associate Counsel is requested to review the claims investigation file sent with the assignment of defense so as to preclude unnecessary or duplicate investigative expenses.
6. Copies of the Vernon Municipal Code and other City documents can be readily obtained from the City Attorney's Office.
7. Attendance at mandatory settlement conferences will include only Associate Counsel and an attorney from the City Attorney's Office. Neither the Claims Coordinator nor investigators shall attend unless specifically requested to do so by this office.

## EXHIBIT D

### EQUAL EMPLOYMENT OPPORTUNITY EMPLOYMENT

#### PRACTICES PROVISIONS

- A. Associate Counsel 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. Associate Counsel further certifies that it will not maintain any segregated facilities.
- B. Associate Counsel agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Associate Counsel, 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. Associate Counsel 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. Associate Counsel 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-656-2021

Submitted by: Lisette Grizzelle

Submitting Department: Human Resources

Meeting Date: August 3, 2021

## **SUBJECT**

Amendment to the Classification and Compensation Plan

### **Recommendation:**

A. Approve new job descriptions for the positions of Assistant to the City Administrator and Permit Technician, Senior; and revised job description for Deputy Director of Health and Environmental Control; and

B. Adopt Resolution No. 2021-27 amending Exhibits A and C of the Classification and Compensation Plan, adopted by Resolution No. 2021-16, to add two new classifications and associated salary ranges for the positions of Assistant to the City Administrator and Permit Technician, Senior.

### **Background:**

City Departments routinely review their organizational structures and staffing to ensure efficiency and seamless service. Based on a recent review of operational needs, City Administration, Public Works, and Health and Environmental Control have each identified a need to modify departmental staffing.

#### City Administration

The Department has identified a need to create the classification of Assistant to the City Administrator. This position will assist the City Administrator with planning and managing the department functions and staff; as well as perform a wide variety of complex professional, technical and analytical tasks. The position will replace the current Executive Assistant to the City Administrator. A classification and compensation survey was conducted to review, assess and develop the Assistant to the City Administrator job description and recommended salary grade.

The recommended salary range for the Assistant to the City Administrator classification is Exempt Pay Grade M 33 (Monthly Salary \$10,178 - \$12,371).

#### Public Works

Based on a recent review of operational needs, Public Works has identified a need to create the classification of Permit Technician, Senior. This position will perform specialized and complex administrative and technical support functions and train designated staff; as well as assist with departmental succession planning efforts. The position will replace one of the current Permit Technician positions in the Department. A classification and compensation survey was conducted to review, assess and develop the Permit Technician, Senior job description and recommended salary grade.

The recommended salary range for the Permit Technician, Senior classification is Non-Exempt Pay Grade G 19 (Monthly Salary \$5,141 - \$6,248).

## Health and Environmental Control

The Health and Environmental Control department has identified a need to update the certification requirements of the Deputy Director of Health and Environmental Control classification to reflect which certifications are required at time of appointment, and which certification must be obtained twelve months from appointment date. There is no change in salary.

### **Fiscal Impact:**

The estimated total additional annual cost for the Assistant to the City Administrator is approximately \$18,764 including salary and benefits (\$16,630 base salary and \$2,134 in benefits costs). This reallocation cost can be absorbed in the existing City Administration department budget. The estimated total additional annual cost for the Permit Technician, Senior is approximately \$3,836 including salary and benefits (\$3,400 base salary and \$436 in benefits costs). This reallocation cost can be absorbed in the existing Public Works department budget. There is no fiscal impact associated with the Deputy Director of Health & Environmental Control job description revision.

### **Attachments:**

1. [Assistant to the City Administrator](#)
2. [Permit Technician, Senior](#)
3. [Deputy Director of Health Environmental Control](#)
4. [Resolution No. 2021-27](#)





## JOB DESCRIPTION

### Assistant to the City Administrator

Date Prepared: June 2021

Class Code: 1040

**SUMMARY:** Under administrative direction, performs a variety of complex and sensitive professional, management, technical and analytical functions for the City Administrator and City Council, assists the City Administrator in the analysis of and formulating solutions to various city-wide issues, assumes a highly responsible role in the area of city-wide information review and dissemination, works closely with other management staff throughout the City on a variety of special projects.

**DISTINGUISHING CHARACTERISTICS:** -- Assistant to the City Administrator is a single incumbent classification; incumbent performs a variety of advanced journey level analytical, technical, specialized, complex professional tasks in support of the City Administrator's office. Incumbent reports to the City Administrator and is part of the City Administrator's management team.

**ESSENTIAL FUNCTIONS:** -- *Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

- Apprises the City Administrator of issues, problems, concerns or sensitive matters impacting the City and recommends solutions or alternatives; monitors and apprises the City Administrator of City Council goals priorities and objectives and assists in the development of strategies to accomplish City goals and objectives.
- As assigned, represents the City in relations with the community, advisory committees, authorities, other local, city, county, state, and federal agencies, and professional organizations; serves on committees as assigned and represents the City in discussions regarding municipal operations.
- Reviews and approves documentation submitted to the City Administrator; assists in coordination of agenda process and reviews, makes revisions and approves all staff reports and related materials submitted for City Council meetings and all other City boards and committees to ensure completeness, consistency, accuracy, and consideration of policy implications.
- Assists the City Administrator with a variety of professional tasks using discretion and independent judgment in accordance with general direction; may serve on committees; conducts complex technical research and provides recommendations regarding special project activity and organizational policies.
- Assists in reviewing City wide budgets, makes recommendations for revisions; prepares and maintains City Council budget, oversees City Administration budget and expenditures.
- Leads and participates in legislative monitoring, conducts review and analysis of activities performed for the City and makes recommendations to the management staff.
- Develops short and long-range program plans for the department to meet objectives established by the City Administrator and the management team.
- Thoroughly analyzes fiscal impact for programs and issues, requirements and requests for services. Collects data sufficient to support conclusions and recommendations. Conducts analysis within established deadlines.

- Responds to and recommends resolution to difficult and sensitive inquiries and complaints; serves as liaison and as a resource to departments, agencies and the general public; investigates, researches and responds to inquiries from the public, the media and other City employees; provides explanation of City procedures requiring understanding of policies and regulations, or refers inquiries to the appropriate authority.
- Provides guidance to City departments according to the directives of the City Administrator; coordinates activities with those of other departments and outside agencies.
- Performs a variety of duties in support of the City Administrator, various operations and activities, including community engagement efforts, preparation and distribution of reports, manuals, press releases and/or other verbal and written communications, budget development, program coordination and monitoring and departmental policy and procedure development, implementation and enforcements.
- Facilitates information flow and follow-up between City Administration, City Council, and Department Directors; under general policy guidance, prepares directives for Department Directors to facilitate the implementation of new programs and activities, or completion of goals and assignments on behalf of the City Administrator.
- Organizes, directs, coordinates and evaluates the activities of assigned personnel within the department, as well as office tasks, functions and procedures and may supervise support staff or contractors on assigned projects, including training, assigning and reviewing work.
- Reviews and approves City Administration payroll entries to ensure biweekly payroll activities are accurate and within the scope of all City Policies.
- Monitors department activities to ensure compliance with applicable policies and procedures including local, state and federal regulations.
- Establishes, implements, and revises complex office filing systems and procedures to manage administrative, financial, and information management efficiently and effectively; including electronic data storage and retrieval.
- Prepares Requests for Proposals and manages contracts.
- Oversees the preparation, distribution, and noticing of various materials and documents.
- Attends and participates in professional group meetings; stays abreast of new trends and innovation in the field of public administration and governmental policy.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

## **MINIMUM QUALIFICATIONS:**

### **Education, Training and Experience Guidelines:**

Bachelor's degree in Business Administration or related field is required; AND five years of experience conducting complex administrative analysis, managing legislative affairs, or other professional-level municipal management support activities, including one (1) year of lead or supervisory responsibilities.

### **Knowledge of:**

- City organization, operations, policies, and procedures.
- Pertinent Federal, State and local laws, codes and regulations.
- Principles and practices of office administration.
- Staff research principles and techniques; modern principles, methods, and techniques of public administration.
- Statistical methods and their methods of application and evaluation and analytical report preparation.
- Principles and practices of municipal government administration, including goal setting, program development, implementation and evaluation.

- Public agency budgetary, contract administration, and City-wide administration methods and practices.
- Principles and practices of organization and management.
- Records management principles.
- Customer service standards and protocols.
- Principles and methods of supervision and training.
- Business computers and standard MS Office software applications.

**Skill in:**

- Coordinating special projects in support of administrative operations.
- Operating a personal computer utilizing a variety of business software.
- Properly interpreting and making decisions in accordance with regulations and City-wide policies and procedures.
- Assessing and prioritizing multiple tasks, projects and demands and meeting deadlines.
- Analyzing procedural problems and developing and implementing solutions.
- Exercising sound judgement, initiative, decisiveness, and creativity necessary in situations involving the direction, control and planning of multiple programs, and in critical or unexpected situations involving considerable risk or loss to the City.
- Reviewing, evaluating, discussing and providing advice regarding legislative and policy issues.
- Communicating effectively verbally and in writing.
- Dealing tactfully and courteously with elected officials, employees and the public.
- Establishing and maintaining cooperative working relationships with elected officials, managers, fellow employees, other government agencies, community and professional organizations and the public.

**LICENSE AND CERTIFICATION REQUIREMENTS:**

A valid Class C California State Driver's License is required.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT:**

Work is performed in a standard office environment and may be required to attend meetings and events at various City facilities and/or outside the City. Position may require the ability to work hours outside of the normal duty hours in order to complete assigned tasks.



## JOB DESCRIPTION

### Permit Technician, Senior

Date Prepared: July 2021

Class Code: 7245

**SUMMARY:** Under general supervision, provides information and assistance to the general public regarding routine building permit applications, or health permits, and performs specialized and complex administrative and technical support functions for the Public Works Department or Health and Environmental Control Department. Provides work direction and training to less experienced permit technicians.

**DISTINGUISHING CHARACTERISTICS:** The Permit Technician, Senior is the advanced journey level classification within the Permit Technician series, responsible for performing the more difficult, specialized and complex work assigned to the series. Incumbents are expected to work more independently and assume higher responsibility for researching and maintaining records, and oversee tracking systems. This is a single incumbent position assigned tasks above the journey level and assigned lead responsibilities over Permit Technicians.

**ESSENTIAL FUNCTIONS:** -- *Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

- Provides procedural information and advice, answers inquiries and assists the public and developers with construction project permits or health permits and other City standards and regulations.
- Implements streamlining methods for permit processing, monitors computer tracking, information, and record keeping systems.
- Creates, updates, reviews and tracks a variety of electronic and paper files, records, applications, and technical documents; enters and reviews department and customer information and other data entered into City computer systems; accesses and locates information for customers, staff, authorized agencies and others.
- Assists the public and answers inquiries about department services, programs and records; explains and interprets rules, policies, and procedures, and researches database and files; reviews and makes resolution recommendations to supervisor regarding matters requiring additional policy interpretation.
- May answer incoming telephone calls and direct the caller to the correct person or work group, or take and relay messages as appropriate.
- Performs complex and difficult clerical duties including review of data entry, record keeping, drafting letters, and file maintenance which require extensive analysis and independent judgment beyond the scope of a Permit Technician.
- Prepares and maintains daily and special reports as needed for designated department/division operation.
- Assists other Public Works, Department staff or Health and Environmental Control staff and; provides administrative and technical support and research services as needed; oversees tracking system for permits; may maintain inventory of supplies, forms, applications and materials.
- Coordinates and oversees issuance of permits, plan submittals, and plan processing as assigned.
- Receives, reviews and processes permit applications; labels and files plans and drawings.
- Researches inquiries and analyzes records to correct errors; identifies redundancies, opportunities for improvement, and develops recommendations.

- Provides work direction and training to less experienced staff.
- Checks records and documents for clerical and arithmetic accuracy, completeness, and compliance with established standards and procedures.
- Provides guidance and direction to Permit Technicians with daily job performance, and handles the more difficult and complex issues.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

**MINIMUM QUALIFICATIONS:**

**Education, Training and Experience Guidelines:**

High School Diploma or GED equivalent; AND four years of progressively responsible experience working in a community development, public works, health or related department. One year of lead or supervisory experience in related field is desirable.

**Knowledge of:**

- City organization, operations, policies, and procedures.
- Customer service standards and protocols.
- Basic principles of application permitting.
- Applicable City, County, state and Federal laws, codes and regulations.
- Business and personal computers, and standard software applications.
- Principles and practices of effective employee supervision.
- Records management and file maintenance principles and procedures.

**Skill in:**

- Performing work with accuracy and attention to detail, and maintaining electronic files.
- Maintaining accurate and interrelated technical records.
- Following and enforcing verbal and written instructions and procedures.
- Assigning, leading and reviewing the work of other employees.
- Exercising sound judgment and discretion in problem situations.
- Establishing and maintaining cooperative working relationships with co-workers.
- Effective verbal and written communication.
- Providing effective customer service, and dealing tactfully and courteously with the public.

**LICENSE AND CERTIFICATION REQUIREMENTS:**

A valid California State Class C Driver's License.

Certification from the International Code Council as a Permit Technician is required, when assigned to the Public Works Department.

Certification from the International Code Council as a Plans Examiner is desirable, when assigned to the Public Works Department.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT:**

Work is performed in a standard office environment.



## JOB DESCRIPTION

### Deputy Director of Health & Environmental Control

Date Prepared: March 2014  
Date Revised: June 2017  
Date Revised: March 2021  
Date Revised: July 2021

Class Code: 2015

**SUMMARY:** Under general supervision, assists the Health Officer/Director of Health & Environmental Control (H&EC) to plan and manage the department functions and staff to protect the health and safety of City residents, businesses, and the general public; assures compliance of program activities with state and federal laws, and City policies.

**ESSENTIAL FUNCTIONS:** -- *Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

- Manages the programs and activities of the H&EC Department, including Certified Unified Program Agency (CUPA) hazardous materials, food safety, stormwater management, solid waste and recycling, water/waste water systems, animal & vector control, and general environmental health.
- Reviews and approves operational reports, and analyzes H&EC Department technical information and trends; develops recommendations and summary reports; manages inter-departmental issues; assures technical reports are in compliance with time requirements and quality standards, and in accordance with state and federal requirements, rules, and regulations.
- Directs H&EC staff; plans, prioritizes, and assigns tasks and projects; monitors work, develops skills, and evaluates performance; meets with team to discuss and resolve workload, quality standards, and technical issues; reviews work, verifies the accuracy of technical records, and assures required deadlines are met.
- Manages work load, and identifies opportunities for improvement.
- Assists with department budget development and administration.
- Responds to environmental health complaints, coordinates environmental risk assessments, and directs the resolution of environmental health issues.
- Responds to emergency incidents involving hazardous materials and disease vectors; coordinates inter-agency investigations of environmental health hazards and emergencies.
- Conducts field inspections and investigations to enforce environmental and public health laws and regulations.
- Act in the place of the Director of Health and Environmental Control during Director's absence or as assigned.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

#### MINIMUM QUALIFICATIONS:

##### Education, Training and Experience Guidelines:

Bachelor's Degree in Public Health, Environmental Health, Biological Science, Chemistry, or related science field; AND five years of experience in California public health/environmental regulatory programs, including three years of supervisory experience involving program planning, training and supervision of field activities in a California public health/environmental regulatory agency.

Master's Degree in Public Health, Public Administration, or a related field is desirable.

**Knowledge of:**

- City policies and procedures.
- Federal and state laws, codes, rules, and regulations related to public/environmental health.
- Techniques and practices for efficient and cost effective management of resources.
- Regional public health protocols, environmental protection issues, and regulatory enforcement standards.
- Techniques of investigating and resolving complex environmental health problems and conditions.
- Physical and biological science standards and guidelines used in environmental quality controls.
- Environmental research and statistical evaluation principles and methods.
- Techniques of investigating, inspecting, and resolving public health issues.
- Customer service and public relations methods and practices.
- Record keeping and file maintenance principles and procedures.

**Skill in:**

- Interpreting and applying state and federal statutes, codes, rules, and regulations.
- Managing staff, delegating tasks and authority, and coaching to improve staff performance
- Working effectively with others to develop solutions for public/environmental health problems.
- Applying environmental health and safety principles and practices in a regulatory environment.
- Inspecting, testing, and analyzing complex multidisciplinary environmental health issues.
- Interpreting technical instructions and analyzing complex variables.
- Following and applying scientific principles and procedures for public/environmental health investigations.
- Collecting and analyzing data, and making appropriate recommendations.
- Assessing and prioritizing multiple tasks, projects, and demands.
- Using initiative and independent judgment within established procedural guidelines.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining cooperative working relationships with co-workers.
- Communicating effectively verbally and in writing.

**LICENSE AND CERTIFICATION REQUIREMENTS:**

A valid California State Driver's License is required. Certificate of registration as an Environmental Health Specialist from the California State Department of Health, and OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) certification ~~are required, and~~ International Code Council – ICC certification as a California Underground Storage Tank (UST) Inspector is required within twelve (12) months of appointment; ~~Inspector are required;~~ additional specific technical certifications are preferred and may be required.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT:**

Work is performed in a standard office environment, and in internal and external environments throughout the City, with possibility of exposure to hazardous materials.

RESOLUTION NO. 2021-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON AMENDING EXHIBITS A AND C OF THE CLASSIFICATION AND COMPENSATION PLAN ADOPTED BY RESOLUTION NO. 2021-16 TO ADD TWO NEW CLASSIFICATIONS AND ASSOCIATED SALARY RANGES FOR THE POSITIONS OF ASSISTANT TO THE CITY ADMINISTRATOR AND PERMIT TECHNICIAN, SENIOR

SECTION 1. Recitals.

A. On June 1, 2021, the City Council adopted Resolution No. 2021-16, adopting the Classification and Compensation Plan in accordance with Government Code Section 20636(b)(1).

B. Based on review of operational and staffing needs during the Fiscal Year 2021-2022 budget adoption, two new classifications and associated salary ranges are necessary in the City Administration and Public Works Departments.

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

SECTION 2. The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 3. The Classification and Compensation Plan adopted by Resolution No. 2021-16, is hereby amended to add a classification and associated compensation for the positions of Assistant to the City Administrator and Permit Technician, Senior, as shown in Exhibit A of this Resolution and referred to as Exhibits A and C of the City's Classification and Compensation Plan.

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SECTION 4. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 3<sup>rd</sup> day of August, 2021.

\_\_\_\_\_  
MELISSA YBARRA, Mayor

ATTEST:

\_\_\_\_\_  
LISA POPE, City Clerk  
(seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
ZAYNAH N. MOUSSA, Interim City Attorney



**City of Vernon**  
**Classification and Compensation Plan**  
**Management, Confidential Elected Officials**  
**Exhibit A**  
**Fiscal Year: 2021-2022**  
**Effective August 3, 2021**

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
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**CITY ADMINISTRATION DEPARTMENT**

1040	Assistant to the City Administrator	E	M	33				
	Step 1				\$ 122,135	\$ 10,178	\$ 58.7188	\$ 4,697.50
	Step 2				\$ 128,242	\$ 10,687	\$ 61.6547	\$ 4,932.38
	Step 3				\$ 134,654	\$ 11,221	\$ 64.7375	\$ 5,179.00
	Step 4				\$ 141,387	\$ 11,782	\$ 67.9743	\$ 5,437.95
	Step 5				\$ 148,456	\$ 12,371	\$ 71.3731	\$ 5,709.84

{a} - The annual and monthly salaries are reported as whole dollar without the cents ONLY for reporting purposes.



**City of Vernon**  
**Classification and Compensation Plan**  
**Teamsters**  
**Exhibit C**  
**Fiscal Year: 2021-2022**  
**Effective August 3, 2021**

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
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**PUBLIC WORKS DEPARTMENT**

Building and Planning Division

7245	Permit Technician, Senior	NE	G	19				
	Step 1				\$ 61,687	\$ 5,141	\$ 29.6570	\$ 2,372.56
	Step 2				\$ 64,771	\$ 5,398	\$ 31.1399	\$ 2,491.19
	Step 3				\$ 68,010	\$ 5,667	\$ 32.6969	\$ 2,615.75
	Step 4				\$ 71,410	\$ 5,951	\$ 34.3317	\$ 2,746.54
	Step 5				\$ 74,980	\$ 6,248	\$ 36.0483	\$ 2,883.86

{a} - The annual and monthly salaries are reported as whole dollar without the cents ONLY for reporting purposes.