



**Agenda  
City of Vernon  
Regular City Council Meeting  
Tuesday, June 16, 2020, 09:00 AM  
City Hall, Council Chamber  
4305 Santa Fe Avenue  
Vernon, California**

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

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

The public is encouraged to view the meeting at <http://www.cityofvernon.org/webinar> or by calling (562) 247-8321, Access Code 748-794-997#.

You may submit comments to [PublicComment@ci.vernon.ca.us](mailto:PublicComment@ci.vernon.ca.us) with the subject line "June 16, 2020 City Council Meeting Public Comment Item #\_\_." Comments received prior to 8 a.m., Tuesday June 16, 2020, will be read into the record.

**CALL TO ORDER**

**FLAG SALUTE**

**ROLL CALL**

**APPROVAL OF THE AGENDA**

**PUBLIC COMMENT**

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

## **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.

1. **City Clerk**  
[Approval of Minutes](#)  
Recommendation:  
Approve the June 2, 2020 Regular and June 8, 2020 Special City Council meeting minutes.  
  1. [2020-06-02 City Council Minutes](#)
  2. [2020-06-08 City Council Minutes](#)
  
2. **City Clerk**  
[Claims Against the City](#)  
Recommendation:  
Receive and file the claims submitted by: 1) Vernon Co, LLC., in an undetermined dollar amount; and 2) Marina Quiroz in the amount of \$3,023.77.  
  1. [Vernon Co, LLC 06-08-2020](#)
  2. [Quiroz, M. 06-08-2020](#)
  
3. **Finance/Treasury**  
[City Payroll Warrant Register](#)  
Recommendation:  
Approve City Payroll Warrant Register No. 768, for the period of May 1 through May 31, 2020, which totals \$2,889,731.37 and consists of ratification of direct deposits, checks and taxes totaling \$1,853,582.53 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$1,036,148.84 paid through operating bank account.  
  1. [City Payroll Account Warrant Register No. 768](#)
  
4. **Finance/Treasury**  
[Federal Funds for Street Improvements Account Warrant Register](#)  
Recommendation:  
Approve Federal Funds for Street Improvements Account Warrant Register No. 33, for the period of May 17 through May 30, 2020, consisting of ratification of electronic payments totaling \$43,066.78.  
  1. [Federal Funds for Street Improvements Account Warrant Register No. 33](#)

**5. Finance/Treasury**

[Operating Account Warrant Register](#)

Recommendation:

Approve Operating Account Warrant Register No. 47, for the period of May 17 through May 30, 2020, which totals \$8,804,615.16 and consists of ratification of electronic payments totaling \$8,329,337.94, ratification of the issuance of early checks totaling \$475,277.22, and voided Check Nos. 605584 and 605585 totaling \$40,000.00.

[1. Operating Account Warrant Register No. 47](#)

**6. Fire Department**

[Fire Department Activity Report](#)

Recommendation:

Receive and file the April 2020 Report.

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

**7. Police Department**

[Police Department Activity Report](#)

Recommendation:

Receive and file the April 2020 Report.

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

**8. Finance/Treasury**

[Annual Statement of Investment Policy for Fiscal Year 2020-2021](#)

Recommendation:

Adopt Resolution No. 2020-21 approving the Annual Statement of Investment Policy for Fiscal Year 2020-2021 and delegating investment authority to the Director of Finance/City Treasurer.

[1. Resolution No. 2020-21 Investment Policy](#)

**9. Public Utilities**

[Services Agreements for Natural Gas Support Services](#)

Recommendation:

Approve and authorize the City Administrator to execute Service Agreements for Natural Gas Support Services for a grand total amount not-to-exceed \$610,000 over the three-year term of the agreements, effective July 1, 2020 with:

1) NewGen Strategies & Solutions (NewGen) for Natural Gas Financial and Business Support Services, in an amount not-to-exceed \$210,000 over a three-year term of the agreement; and

2) G2 Integrated Solutions (G2-IS) for Natural Gas Compliance Support Services, in an amount not-to-exceed \$400,000 over a three-year term of the agreement

[1. Services Agreement with NewGen Strategies & Solutions](#)

[2. Services Agreement with G2 Integrated Solutions](#)

**10. Public Utilities**

[Services Agreement with Jacobs Engineering Group, Inc. for Environmental Compliance Services](#)

Recommendation:

Approve and authorize the City Administrator to execute the Services Agreement with Jacobs Engineering Group, Inc. for environmental support services, in substantially the same form as submitted, for a total amount not-to-exceed \$339,913 over the three-year term of the agreement, effective July 1, 2020.

[1. Services Agreement with Jacobs Engineering Group](#)

**11. Public Utilities**

[Amendment No. 1 to the Services Agreement with Pacific Advanced Civil Engineering, Inc. for Design Services for Equipment and Site Improvements for Well No. 22](#)

Recommendation:

A) Find that the proposed action is categorically exempt from California Environmental Quality Act ("CEQA") review, in accordance with CEQA Guidelines § 15301, because the project consists of the maintenance, repair or minor alteration of existing facilities and involves negligible or no expansion of an existing use; and

B) Approve and authorize the City Administrator to execute Amendment No. 1 to the Services Agreement with Pacific Advanced Civil Engineering, Inc. (PACE) in substantially the same form as submitted, for a not-to-exceed amount of \$97,985.00, effective June 16, 2020, for additional design work associated with the Well No. 22 project.

[1. Amendment No. 1 - Pacific Advanced Civil Engineering Inc.](#)

**12. City Administration**

[Fiscal Year \(FY\) 2019/2020 Docket III Grants Awarded by Vernon CommUNITY Fund Grant Committee](#)

Recommendation:

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

**13. Finance/Treasury**

[Property and Casualty Insurance Placements for Fiscal Year 2020-21](#)

Recommendation:

Approve procurement of annual insurance coverage for fiscal year 2020-21 for total annual premiums not to exceed \$1,216,866.

[1. FY 2020-21 Summary of Insurance Premiums](#)



## NEW BUSINESS

### 14. City Administration

#### [Jaw Bone Canyon Property in Kern County](#)

Recommendation:

A. Find that the proposed action is statutorily exempt from California Environmental Quality Act ("CEQA") review, in accordance with CEQA Guidelines § 15262, because the project only involves feasibility or planning studies for possible future actions which the City has not approved, adopted, or funded; and

B. Hold a discussion with Lorelei Oviatt, Kern County's Planning and Natural Resources Director, and provide direction to staff.

### 15. City Administration

#### [Ratify Appointment of Health Officer for the City of Vernon](#)

Recommendation:

Adopt Resolution No. 2020-22 ratifying the appointment of Laurene Mascola, M.D., MPH as Health Officer for the City of Vernon

#### [1. Resolution No. 2020-22 Ratifying Health Officer Appointment](#)

## ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

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

## CLOSED SESSION

### 16. City Attorney

#### **CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Carlos Fandino, City Administrator

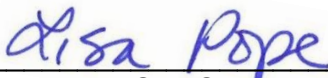
Employee Organizations: Vernon Police Officers' Benefit Association and Vernon Police Management Association

## CLOSED SESSION REPORT

## ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Vernon City Hall, located at 4305 Santa Fe Avenue, Vernon, California, and on the City's website, not less than 72 hours prior to the meeting set forth on this agenda.

Dated this 11<sup>th</sup> day of June, 2020.

By:   
Lisa Pope, City Clerk

## 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-227-2020  
Submitted by: Sandra Dolson  
Submitting Department: City Clerk  
Meeting Date: June 16, 2020

## **SUBJECT**

Approval of Minutes

## **Recommendation:**

Approve the June 2, 2020 Regular and June 8, 2020 Special City Council meeting minutes.

## **Background:**

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

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

1. [2020-06-02 City Council Minutes](#)
2. [2020-06-08 City Council Minutes](#)

**MINUTES  
VERNON CITY COUNCIL  
REGULAR MEETING  
TUESDAY, JUNE 2, 2020  
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

**CALL TO ORDER**

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

**FLAG SALUTE**

City Administrator Fandino led the Flag Salute.

**ROLL CALL**

**PRESENT:** Leticia Lopez, Mayor (via remote access)  
Melissa Ybarra, Mayor Pro Tem  
William Davis, Council Member  
Carol Menke, Council Member  
Diana Gonzales, Council Member

**STAFF PRESENT:**

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

**APPROVAL OF THE AGENDA**

City Clerk Pope requested the addition of two items which came to the attention of the City after the posting of the agenda:

- 9B. Resolution ratifying Declaration of Local Emergency** pursuant to Government Code Section 54954.2(b)(1); and
- 12B. Consideration of support for Project Roomkey** pursuant to Government Code Section 54954.2(b)(2).

## **MOTION**

Council Member Menke moved and Mayor Pro Tem Ybarra seconded a motion to add Item 9B – Ratification of Local Emergency 2020-02 – Civil Unrest. The question was called and the motion carried unanimously.

## **MOTION**

Council Member Menke moved and Council Member Davis seconded a motion to add Item 12B – Project Roomkey. The question was called and the motion carried unanimously.

## **MOTION**

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

## **PUBLIC COMMENT**

Marisa Olguin, Vernon Chamber of Commerce, commended staff and the Council for its support of the community, businesses and residents in the time of emergencies. She reminded the Council of the continued scrutiny on the City of Vernon and the need to retain solidarity among the Council and staff.

Item 1 was deferred until the presenter was in attendance.

## **PUBLIC HEARINGS**

### **2. Citywide Budget and Appropriations Limit (GANN) for Fiscal Year 2020/2021**

Recommendation: A) Adopt Resolution No. 2020-13 approving the Citywide budget for Fiscal Year 2020-2021; and B) Adopt Resolution No. 2020-14 establishing the City's Appropriation Limit for the Fiscal Year 2020-2021.

Finance Director Williams presented the staff report.

Health and Environmental Control Director Agyin explained the legal requirement for a Public Health Officer.

In response to Mayor Lopez, Chief Miranda stated the department had been fiscally responsible, therefore, there was adequate overtime budget to assist in uncertain times.

Mayor Lopez opened the public hearing.

Marisa Olguin, Vernon Chamber of Commerce, applauded the City on its balanced budget and reserves.

There being no additional speakers, Mayor Lopez closed the public hearing.

## **MOTION**

Council Member Davis moved and Mayor Pro Tem Ybarra seconded a motion to: A) Adopt Resolution No. 2020-13 approving the Citywide budget for Fiscal Year 2020-2021; and B)

Adopt Resolution No. 2020-14 establishing the City's Appropriation Limit for the Fiscal Year 2020-2021. The question was called and the motion carried unanimously.

## **CONSENT CALENDAR**

### **MOTION**

Mayor Pro Tem Ybarra moved and Council Member Gonzales seconded a motion to approve the Consent Calendar, with the exception of Item 9B. The question was called and the motion carried unanimously.

The Consent Calendar consisted of the following items:

**3. Approval of Minutes**

Recommendation: Approve the May 19, 2020 Regular City Council meeting minutes.

**4. Operating Account Warrant Register**

Recommendation: Approve Operating Account Warrant Register No. 46, for the period of May 3 through May 16, 2020, which totals \$2,224,976.13 and consists of ratification of electronic payments totaling \$1,863,522.53 and ratification of the issuance of early checks totaling \$361,453.60.

**5. Public Works Monthly Building Report**

Recommendation: Receive and file the April 2020 Building Report.

**6. Records Retention Schedule**

Recommendation: Adopt Resolution No. 2020-15 approving the City's Records Retention Schedule, authorizing destruction of certain City records and repealing Resolution No. 2017-53.

**7. Change Order No. 1 to Construction Contract with General Pump Company, Inc. for On-Call Well and Booster Pump Repairs**

Recommendation:

A) Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines § 15301, because the project consists of the maintenance, repair or minor alteration of existing equipment and involves negligible or no expansion of an existing use; and

B) Approve and authorize the City Administrator to execute Change Order No. 1 to the Construction Contract with General Pump Company, Inc., in substantially the same form as submitted, authorizing renewal of the contract term for a one-year period from July 1, 2020 through June 30, 2021, at a cost not-to-exceed \$600,000 for the renewal term for on-call well and booster pump repairs.

**8. Sub-Recipient Agreement for the Purposes of the Proposition 1 Storm Water Agreement – Supplemental Expense**

Recommendation: A. Find that approval of the supplemental expense is exempt under the California Environmental Quality Act (CEQA) because it is an administrative activity that will not result in direct or indirect physical changes in the environment and therefore is not a "project" as defined in CEQA Guidelines section 15378, and to the extent approving the supplemental expense can be deemed a "project," it is part and parcel of the larger project of designing and constructing the infiltration cistern regional project, which has been subject to CEQA review and mitigation; and B. Approve the supplemental expense for an amount up to \$8,000 for the implementation of the John Anson Ford Park Infiltration

Cistern, Phase I (Project) approved by City Council under the Sub-Recipient Agreement between the City of Vernon the cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood (Sub-Recipients), and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for the purposes of the Proposition 1 Storm Water Agreement.

**9. Agreement with Alliant Insurance Services, Inc. for Health Benefits Brokerage and Consulting Services**

Recommendation: Approve and authorize the City Administrator to execute a Services Agreement with Alliant Insurance Services, Inc. (Alliant), in substantially the same form as submitted, for a one-year term in an amount not-to-exceed \$74,000 for the provision of Health Benefits Brokerage and Consulting Services, with an effective date of July 1, 2020.

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

**9B. Ratification of Local Emergency 2020-02 – Civil Unrest**

Recommendation: Adopt Resolution No. 2020-20 ratifying Emergency Proclamation 2020-02, a proclamation of local emergency due to the serious and imminent threat of arson, looting, assaults, vandalism and rioting in the County of Los Angeles and various neighboring cities in close proximity to the City of Vernon.

City Clerk Pope and Chief Miranda presented the staff report.

**MOTION**

Mayor Pro Tem Ybarra moved and Council Member Gonzales seconded a motion to adopt Resolution No. 2020-20 ratifying Emergency Proclamation 2020-02, a proclamation of local emergency due to the serious and imminent threat of arson, looting, assaults, vandalism and rioting in the County of Los Angeles and various neighboring cities in close proximity to the City of Vernon. The question was called and the motion carried unanimously.

**NEW BUSINESS**

**10. Amendment No. 1 to the Side Letter of Agreement with the Vernon Professional Firefighters Association, Local 2312**

Recommendation: Adopt Resolution No. 2020-16 approving Amendment No. 1 to the Side Letter of Agreement by and between the City of Vernon and the Vernon Professional Firefighters Association, Local 2312.

Human Resources Director Earl presented the staff report.

**MOTION**

Mayor Pro Tem Ybarra moved and Council Member Davis seconded a motion to adopt Resolution No. 2020-16 approving Amendment No. 1 to the Side Letter of Agreement by and between the City of Vernon and the Vernon Professional Firefighters Association, Local 2312. The question was called and the motion carried unanimously.

**11. Amendment No. 1 to the Side Letter of Agreement with the Vernon Fire Management Association**

Recommendation: Adopt Resolution No. 2020-17 approving Amendment No. 1 to the Side Letter of Agreement by and between the City of Vernon and the Vernon Fire Management Association.

Human Resources Director Earl presented the staff report.

**MOTION**

Mayor Pro Tem Ybarra moved and Council Member Davis seconded a motion to: Adopt Resolution No. 2020-17 approving Amendment No. 1 to the Side Letter of Agreement by and between the City of Vernon and the Vernon Fire Management Association. The question was called and the motion carried unanimously.

**12. City's Fringe Benefits Policy and Citywide Classification and Compensation Plan**

Recommendation: A) Adopt Resolution No. 2020-18 adopting Citywide Fringe Benefits Policy and repealing Resolution No. 2020-07; and B) Adopt Resolution No. 2020-19 adopting Citywide Classification and Compensation Plan in accordance with Government Code Section 20636(b)(1).

Human Resources Director Earl presented the staff report.

**MOTION**

Mayor Pro Tem Ybarra moved and Council Member Menke seconded a motion to: A) Adopt Resolution No. 2020-18 adopting Citywide Fringe Benefits Policy and repealing Resolution No. 2020-07; and B) Adopt Resolution No. 2020-19 adopting Citywide Classification and Compensation Plan in accordance with Government Code Section 20636(b)(1). The question was called and the motion carried unanimously.

**12B. Project Roomkey**

Recommendation: Consider whether to support Project Roomkey, an initiative to house homeless persons in vacant motels and hotels.

Interim City Attorney Alvarez-Glasman presented the staff report.

In response to Council questions, Interim City Attorney Alvarez-Glasman explained that, although the City did not have any hotels, whether to support the program was a policy decision. He stated he was not aware of cities supporting the program and that the exit plan was uncertain. Chief Miranda stated only half the rooms in Bell Gardens were being used and there was no plan or direction following the program. He confirmed that local jurisdictions were not consulted.

Council Member Menke stated she would withdraw her request after hearing from the City Attorney and Police Chief.



## **MOTION**

Mayor Pro Tem Ybarra moved and Council Member Gonzales seconded a motion to not send a letter of support for Project Roomkey. The question was called and the motion carried unanimously.

## **PRESENTATIONS**

### **1. I-710 South Corridor Update by Gateway Cities Council of Governments**

Recommendation:

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

Public Works Director Wall presented the staff report.

Karen Heit, Transportation Analyst with the Gateway Council of Governments (COG), provided background on the I-710 South Corridor project and announced the webinar public meeting on June 16, 2020.

In response to Council questions, Ms. Heit explained that Alternative 5C included extra lanes and the project was anticipated to take 20 to 25 years.

## **ORAL REPORTS**

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

City Administrator Fandino provided an update on: recent Police Department, Fire Department and Vernon Public Utilities activities; drive by graduation celebration the week of June 15; stimulus grant program; and Special City Council meeting on June 8, 2020 at the City's property in Kern County.

Police Chief Miranda provided an update on civil unrest and concerns in the surrounding areas.

Fire Chief Enriquez provided an update on the transition to Los Angeles County Fire.

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

None.

## **RECESS**

Mayor Lopez recessed the meeting at 10:38 a.m. The meeting reconvened at 10:53 a.m. with all Council Members present.

Mayor Lopez recessed the meeting to Closed Session at 10:53 a.m.

**CLOSED SESSION**

**13. THREAT TO PUBLIC SERVICES OR FACILITIES**

Government Code Section 54957

Consultation with City Administrator, City Attorney, Police Chief and other related City officials

**14. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

Agency Designated Representative: Carlos Fandino, City Administrator

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

**RECONVENE**

At 11:24 a.m., Mayor Lopez adjourned Closed Session and reconvened the regular meeting.

**CLOSED SESSION REPORT**

Interim City Attorney Alvarez-Glasman reported that the Council met in Closed Session, discussed the items listed on the agenda and no reportable action was taken.

**ADJOURNMENT**

Mayor Lopez adjourned the meeting at 11:25 a.m.

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LETICIA LOPEZ, Mayor

ATTEST:

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LISA POPE, City Clerk  
(seal)

**MINUTES  
VERNON CITY COUNCIL  
SPECIAL MEETING  
MONDAY, JUNE 8, 2020  
JAWBONE STATION VISITORS CENTER  
28111 JAWBONE CANYON ROAD  
MOJAVE, CA 93519**

**CALL TO ORDER**

Mayor Lopez called the meeting to order at 9:29 a.m.

**ROLL CALL**

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

**STAFF PRESENT:**

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

**APPROVAL OF THE AGENDA**

**MOTION**

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

**PUBLIC COMMENT**

Penny Melko expressed concern about wind turbines, light pollution and impact to birds.

**NEW BUSINESS**

**1. Jawbone Canyon Property in Kern County**

Recommendation: Visit MET Tower(s) V13 and/or V5 (contingent on weather conditions), NextEra Site and City-owned Jawbone Canyon Property.

The City Council and representatives from the Vernon Chamber of Commerce and Silverado Company toured the City's Jawbone Canyon property in Kern County.

No action was taken.

**ORAL REPORTS**

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

None.

**City Council Reports on Activities, Announcements, or Directives to Staff**

None.

**ADJOURNMENT**

Mayor Lopez adjourned the meeting at 2:39 p.m.

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LETICIA LOPEZ, Mayor

ATTEST:

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LISA POPE, City Clerk  
(seal)

# City Council Agenda Item Report

Agenda Item No. COV-228-2020  
Submitted by: Sandra Dolson  
Submitting Department: City Clerk  
Meeting Date: June 16, 2020

## **SUBJECT**

Claims Against the City

## **Recommendation:**

Receive and file the claims submitted by: 1) Vernon Co, LLC., in an undetermined dollar amount; and 2) Marina Quiroz in the amount of \$3,023.77.

## **Background:**

On June 8, 2020, the City received the following claims:

Name of Claimant	Amount Demanded
1) Vernon Co, LLC	Undetermined dollar amount (Attachment 1)
2) Marina Quiroz	\$3,023.77 (Attachment 2)

Pursuant to Municipal Code Section 2.11-1, the above information is listed on the public City Council agenda as soon after filing of the claim with the City as practical.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

1. [Vernon Co, LLC 06-08-2020](#)
2. [Quiroz, M. 06-08-2020](#)

COPY

**GORTON, JANOSIK & POXON, LLP**  
A CALIFORNIA LIMITED LIABILITY PARTNERSHIP

909 EAST GREEN STREET  
PASADENA, CALIFORNIA 91106

\*CERTIFIED SPECIALIST  
ESTATE PLANNING, TRUST & PROBATE LAW  
STATE BAR OF CALIFORNIA  
BOARD OF LEGAL SPECIALIZATION

JAMES A. GORTON\*  
JOHN T. JANOSIK  
JOHN P. POXON, JR.\*

TELEPHONE (626) 795-2933  
FAX (626) 796-7314

May 26, 2020

**Certified Mail/RRR**

City Clerk  
City of Vernon  
4305 S. Santa Fe Avenue  
Vernon, CA 90058

Re: 2120/2126 E. 52<sup>nd</sup> Street, Vernon – Protective Claim for Damages for an Electrical Fire on 12/09/19 Caused By City of Vernon Transformer

Dear City Clerk:

I am the manager of VernonCo, LLC that owns a fairly large industrial building (68,000 square feet +/-) on 52<sup>nd</sup> Street in Vernon. On 12/09/19 we had an electrical fire/explosion in our main electrical panel/switchgear in the building that are fed by a City of Vernon transformer located across the street from the building. Coincidentally, we had a solar installation crew on site that saw what happened – which was that the city's transformer on the other side of the street (and the only transformer which feeds our building) was smoking (and we have video evidence of this). Please note that our solar panel system was not yet in operation and was not even wired into our main electrical system – so the solar panel installation had absolutely nothing to do with the electrical fire.

The theory and the only reasonable explanation for this incident is that something went haywire with the transformer (low oil levels?) and some sort of "low inductance" or "super charge" was sent into our main electrical panels resulting in them, literally, blowing up. We do not believe it possible that our main electrical panel could have sent a charge "upstream" to the transformer causing it to burn up/smoke - it was the reverse - some sort of super powerful charge was sent *downstream* from the city's transformer into our main electrical panel.

City Clerk  
City of Vernon, CA  
May 26, 2020  
Page 2

Enclosed is a **Claim for Damages** that we are filing on a protective basis to preserve our legal rights. We have not yet suffered any significant out-of-pocket losses as our insurance policy (a Farmers Insurance Company) has, to date, pretty much paid and taken care of everything in terms of repairs and lost rent.

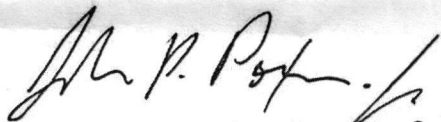
However, what we do *not* know at this time is whether our tenant (and/or our tenant's subtenant) may have losses that the tenant's (and/or subtenant's) own insurance does not cover, and, thus, our tenant (and/or subtenant) could possibly sue us (i.e., the landlord) at a later time for such uncovered losses. Hence the reason for filing the protective **Claim for Damages**. Oh, on May 18, 2020, I spoke to Javier Valdez in your Finance/Risk Management Dept. and he was very courteous and helpful about this matter.

Please note that today I am also sending you a photocopy of this letter and a photocopy of the enclosed **Claim for Damages** via regular U.S. mail in addition to the enclosed original documents which I am sending via Certified Mail/RRR.

I thank you for your attention to this matter. Of course, should you have any questions whatsoever, please do not hesitate to call me. Thank you!

Very truly yours,

Gorton, Janosik & Poxon, LLP



John P. Poxon, Jr., Partner & Manager of VernonCo, LLC

Enclosure



# CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RESERVE FOR FILING STAMP

CLAIM No. \_\_\_\_\_

## INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 9112)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with City Clerk. (Gov. Code Sec. 915a)

CITY CLERK'S OFFICE

JUN 8 '20 PM 12:54:01

TO: CITY OF VERNON CITY COUNCIL

Name of Claimant

Vernon Co, LLC (John P. Poxon Jr. Mgr.)

Age of Claimant (If natural person)

N/A

Home Address of Claimant

City and State

Home Telephone Number

Business Address of Claimant

City and State

Business Telephone Number

2120/2126 E. 52nd St.

Vernon CA

(626) 795-2933

Give address to which you desire notices or communications to be sent regarding this claim:

John P. Poxon, Jr., Mgr. - 909 E. Green St. Pasadena, CA 91106

How did DAMAGE or INJURY occur? Give full particulars.

On 12/9/19, a City of Vernon transformer was seen smoking at time our building's main electrical switchgear/panels blew up - These panels are fed by the City's transformer

When did DAMAGE or INJURY occur? Give full particulars, date, time of day, etc.:

12/9/2019 - not sure of exact time but we have video

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet, where approximate, give street names and address and measurements from landmarks:

panels located on North wall of our building located at 2120/2126 E. 52nd St. Vernon

What particular ACT or OMISSION do you claim caused the injury or damage? Give names of City employees, if any, causing the injury or damage, if known:

Something went wrong with the City's transformer causing some sort of "surge" charge to be sent into our electrical panels blowing them up.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damages claimed:

We have no out of pocket damages yet - insurance has paid everything - see attached transmittal letter

What AMOUNT do you claim of each item of injury or damage as of date of presentation of this claim, giving basis of computation:

No out-of-pocket damages have been suffered yet - see attached transmittal letter

Give ESTIMATED AMOUNT as far as known you claim on account of each item of prospective injury or damage, giving basis of computation:

Impossible to determine at this time



Were you insured at the time of the incident? If so, provide name of insurance company, policy numbers and amount of insurance payments received:

yes, Farmers Insurance Co. (Policy # 60674-31-25)  
has paid (thru Ins) \$269,358<sup>50</sup> in repairs + \$172,316<sup>13</sup> in rent

Expenditures made on account of accident or injury: (Date Item)

(Amount)

Total repairs are in excess of \$250,000 (see above) but have been covered by insurance

Name and address of Witnesses, Doctors and Hospitals:

Employees of Herson, Inc. (our solar panel contractor) - 1976  
[Redacted Address]

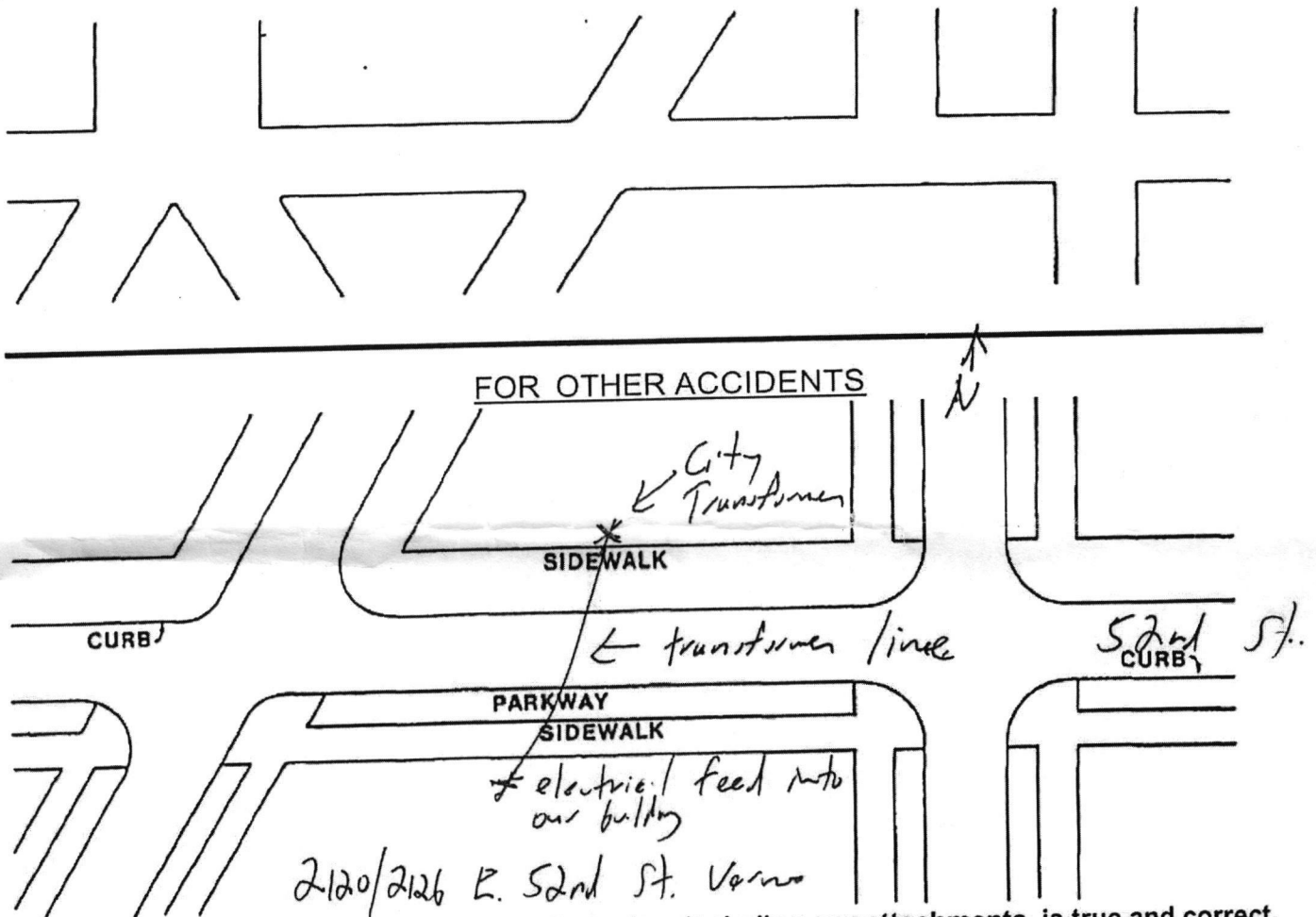
READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South, and West: indicate place of accident by "X" and by showing house numbers or distances to street corners.

If City Vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of accident by "B-1" and the point of impact by "X."

NOTE: If diagrams do not fit the situation, attach hereto a proper diagram signed by claimant.

FOR AUTOMOBILE ACCIDENTS - N/A



I declare, under penalty of perjury, that the foregoing, including any attachments, is true and correct.

Typed/Printed Name:

John P. Poxon, Jr.

Signature of Claimant or person filing on his/her behalf, giving relationship to Claimant:

John P. Poxon, Jr. Manager of Verno, LLC

Date:

5/26/2020

NOTE: ALL CLAIMANTS MAY BE REQUESTED TO BE EXAMINED AS TO THEIR CLAIM UNDER OATH. PRESENTATION OF A FALSE CLAIM IS A FELONY (CAL. PEN. CODE SEC. 72). CLAIMS MUST BE FILED WITH CITY CLERK (GOV. CODE SEC. 915a). STATE LAW PROVIDES THAT IF YOU ARE NOT NOTIFIED OF ANY ACTION BY THE CITY OF THIS CLAIM WITHIN 45 DAYS OF FILING THEN THE CLAIM IS DEEMED DENIED (SEE GOV. CODE SEC. 911.6 & 912.4)

# CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RESERVE FOR FILING STAMP

CLAIM No. \_\_\_\_\_

COV CITY CLERK'S OFFICE

RECEIVED

JUN8'20 PM5:11:37

## INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 9112)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with City Clerk. (Gov. Code Sec. 915a)

TO: CITY OF VERNON CITY COUNCIL

Name of Claimant

Marina Quiroz

Age of Claimant (If natural person)

41

Home Address of Claimant

City and State

Home Telephone Number

Business Address of Claimant

City and State

Business Telephone Number

POB 830807

Birmingham, AL 35283

205-588-3758

Give address to which you desire notices or communications to be sent regarding this claim:

Infinity Insurance Company

POB 830807 Birmingham, AL 35283

How did DAMAGE or INJURY occur? Give full particulars.

Chief Anthony Miranda admitted he REAR ENDED Marina Quiroz vehicle on 3/2/2020.

When did DAMAGE or INJURY occur? Give full particulars, date, time of day, etc.:

3/2/2020 at approximately 1208 hours per incident report.

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet, where approximate, give street names and address and measurements from landmarks:

37th Street and Selville Ave

Vernon, CA

What particular ACT or OMISSION do you claim caused the injury or damage? Give names of City employees, if any, causing the injury or damage, if known:

Chief Anthony Miranda admitted he did not have time to apply his brakes and her the rear end of the Nissan driven by Marina Quiroz.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damages claimed:

Property damage demand attached. Total damages claimed \$3023.77

What AMOUNT do you claim of each item of injury or damage as of date of presentation of this claim, giving basis of computation: \$3023.77 (see attached estimate of damages)

Give ESTIMATED AMOUNT as far as known you claim on account of each item of prospective injury or damage, giving basis of computation: \$3023.77

Were you insured at the time of the incident? If so, provide name of insurance company, policy numbers and amount of insurance payments received: Infinity Insurance. claim number 20003717252, \$2523.77 +500 deductible=\$3023.77

Expenditures made on account of accident or Injury: (Date - Item) (Amount)

Name and address of Witnesses, Doctors and Hospitals:

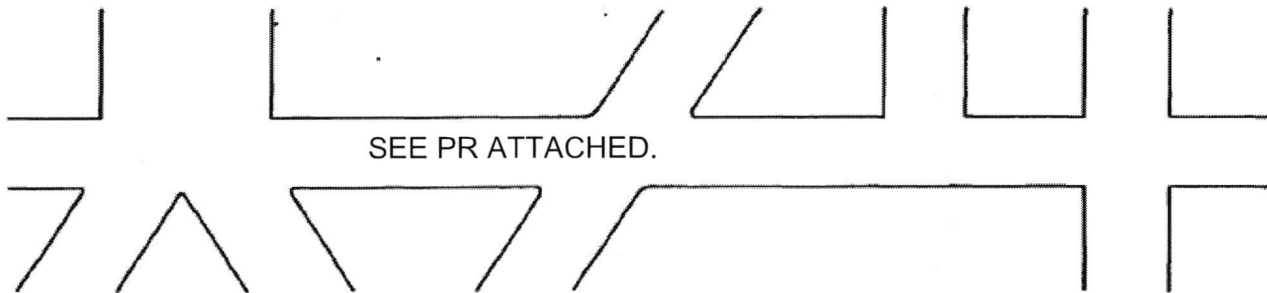
READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South, and West: indicate place of accident by "X" and by showing house numbers or distances to street corners.

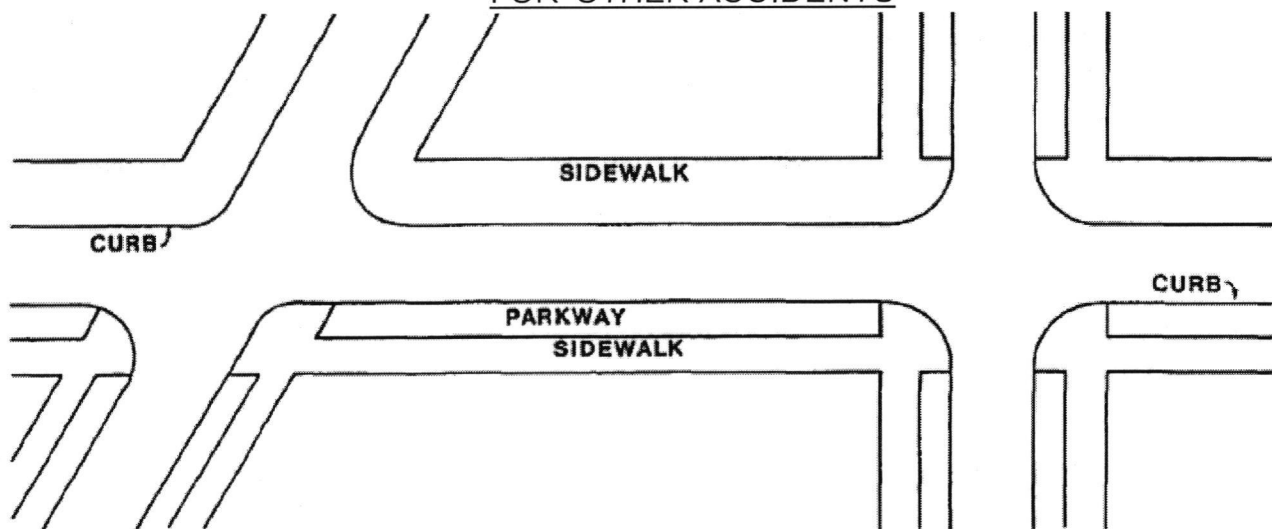
If City Vehicle was Involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of accident by "B 1" and the point of Impact by "X."

NOTE: If diagrams do not fit the situation, attach hereto a proper diagram signed by claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



I declare, under penalty of perjury, that the foregoing, including any attachments, is true and correct.

Typed/Printed Name:

Ida Hampton

Signature of Claimant or person filing on his/her behalf, giving relationship to Claimant:

Ida Hampton

Date:

6/4/2020

NOTE: ALL CLAIMANTS MAY BE REQUESTED TO BE EXAMINED AS TO THEIR CLAIM UNDER OATH. PRESENTATION OF A FALSE CLAIM IS A FELONY (CAL. PEN. CODE SEC. 72). CLAIMS MUST BE FILED WITH CITY CLERK (GOV. CODE SEC. 915a). STATE LAW PROVIDES THAT IF YOU ARE NOT NOTIFIED OF ANY ACTION BY THE CITY OF THIS CLAIM WITHIN 45 DAYS OF FILING THEN THE CLAIM IS DEEMED DENIED (SEE GOV. CODE SEC. 911.6 & 912.4)

# City Council Agenda Item Report

Agenda Item No. COV-222-2020

Submitted by: John Lau

Submitting Department: Finance/Treasury

Meeting Date: June 16, 2020

## **SUBJECT**

City Payroll Warrant Register

## **Recommendation:**

Approve City Payroll Warrant Register No. 768, for the period of May 1 through May 31, 2020, which totals \$2,889,731.37 and consists of ratification of direct deposits, checks and taxes totaling \$1,853,582.53 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$1,036,148.84 paid through operating bank account.

## **Background:**

Section 2.13 of the Vernon Municipal Code indicates the City Treasurer, or an authorized designee, shall prepare warrants covering claims or demands against the City which are to be presented to City Council for its audit and approval. Pursuant to the aforementioned code section, the City Treasurer has prepared City Payroll Account Warrant Register No. 768 covering claims and demands presented during the period of May 1 through May 31, 2020, drawn, or to be drawn, from East West Bank for City Council approval.

## **Fiscal Impact:**

The fiscal impact of approving City Payroll Warrant Register No. 768, totals \$2,889,731.37. The Finance Department has determined that sufficient funds to pay such claims/demands, are available in the respective accounts referenced on City Payroll Warrant Register No. 768.

## **Attachments:**

1. [City Payroll Account Warrant Register No. 768](#)

PAYROLL WARRANT REGISTER  
City of Vernon

No. **768** Month of **June 2020**

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

Leath Williams

Scott A. Williams  
Director of Finance / City Treasurer

Date: 6/4/2020

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

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**Payrolls reported for the month of May:**

04/12/20 - 04/25/20, Paydate 05/07/20

04/26/20 - 05/09/20, Paydate 05/21/20

05/22/20 - 05/22/20, Paydate 05/22/20

**Payment**

<b>Method</b>	<b>Date</b>	<b>Payment Description</b>	<b>Amount</b>
CHECKS	05/07/20	Net payroll, checks	\$ 10,168.56
ACH	05/07/20	Net payroll, direct deposits	705,163.73
ACH	05/07/20	Payroll taxes	185,081.21
ACH	05/21/20	Net payroll, checks	10,207.30
ACH	05/21/20	Net payroll, direct deposits	733,548.35
ACH	05/21/20	Payroll taxes	196,915.81
ACH	05/22/20	Net payroll, direct deposits	8,617.11
ACH	05/22/20	Payroll taxes	3,880.46

**Total net payroll and payroll taxes****1,853,582.53**

605503	05/07/20	Franchise Tax Board	1,206.31
9724	05/07/20	Vernon Police Officers Benefit Association	2,025.09
9725	05/07/20	IBEW Union Dues	3,157.52
9723	05/07/20	Vernon Firemen's Association	2,613.00
9790	05/07/20	ICMA Retirement Trust 457	36,432.28
9719	05/07/20	Blue Shield of California	392,572.38
9720	05/07/20	MetLife - Group Benefits	29,607.31
9681	04/30/20	Mutual of Omaha	10,641.61
9739	05/11/20	Colonial	5,873.65
9738	05/11/20	AFLAC	11,935.32
9740	05/12/20	MES Vision	4,690.31
9793	05/11/20	CalPERS	239,462.97
9794	05/07/20	State Disbursement Unit	2,191.37
605571	05/21/20	Franchise Tax Board	1,206.31
9795	05/21/20	Vernon Police Officers Benefit Association	2,025.09
9796	05/21/20	Teamsters Local 911	2,160.00
9797	05/21/20	Vernon Firemen's Association	2,613.00
9798	05/21/20	ICMA Retirement Trust 457	37,070.89
9801	05/26/20	CalPERS	246,473.06
9802	05/21/20	State Disbursement Unit	2,191.37

**Payroll related disbursements, paid through****Operating bank account****1,036,148.84****Total net payroll, taxes, and related disbursements****\$ 2,889,731.37**

# City Council Agenda Item Report

Agenda Item No. COV-224-2020

Submitted by: John Lau

Submitting Department: Finance/Treasury

Meeting Date: June 16, 2020

## **SUBJECT**

Federal Funds for Street Improvements Account Warrant Register

## **Recommendation:**

Approve Federal Funds for Street Improvements Account Warrant Register No. 33, for the period of May 17 through May 30, 2020, consisting of ratification of electronic payments totaling \$43,066.78.

## **Background:**

Section 2.13 of the Vernon Municipal Code indicates the City Treasurer, or an authorized designee, shall prepare warrants covering claims or demands against the City which are to be presented to City Council for its audit and approval. Pursuant to the aforementioned code section, the City Treasurer has prepared Federal Funds for Street Improvements Account Warrant Register No. 33 covering claims and demands presented during the period of May 17 through May 30, 2020, drawn, or to be drawn, from East West Bank for City Council approval.

## **Fiscal Impact:**

The fiscal impact of approving Federal Funds for Street Improvements Account Warrant Register No. 33, totals \$43,066.78. The Finance Department has determined that sufficient funds to pay such claims/demands, are available in the respective accounts referenced on Federal Funds for Street Improvement Account Warrant Register No. 33.

## **Attachments:**

1. [Federal Funds for Street Improvements Account Warrant Register No. 33](#)



**FEDERAL FUNDS FOR STREET IMPROVEMENTS  
WARRANT REGISTER NO. 33  
JUNE 16, 2020**

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof.

\_\_\_\_\_  
Scott Williams  
Director of Finance / City Treasurer

Date: 6/4/2020

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

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



**FEDERAL FUNDS FOR STREET IMPROVEMENTS  
WARRANT REGISTER NO. 33  
JUNE 16, 2020**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003975 - CNS ENGINEERS, INC	011.2043.900000	\$ 34,453.42	Consulting Services~	801755				
	011.1043.900000	\$ 8,613.36	Consulting Services~	801755				
						05/29/2020	36	\$ 43,066.78
<b>TOTAL ELECTRONIC</b>								<b>\$ 43,066.78</b>

**FEDERAL FUNDS FOR STREET IMPROVEMENTS  
WARRANT REGISTER NO. 33  
JUNE 16, 2020**

**RECAP BY FUND**

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<u>FUND</u>	<u>ELECTRONIC TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>WARRANT TOTAL</u>	<u>GRAND TOTALS</u>
011 - GENERAL	\$ <u>43,066.78</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>43,066.78</u>
<b>GRAND TOTAL</b>	<b>\$ <u>43,066.78</u></b>	<b>\$ <u>0.00</u></b>	<b>\$ <u>0.00</u></b>	<b>\$ <u>43,066.78</u></b>

**TOTAL CHECKS TO BE PRINTED 0**

# City Council Agenda Item Report

Agenda Item No. COV-223-2020

Submitted by: John Lau

Submitting Department: Finance/Treasury

Meeting Date: June 16, 2020

## **SUBJECT**

Operating Account Warrant Register

## **Recommendation:**

Approve Operating Account Warrant Register No. 47, for the period of May 17 through May 30, 2020, which totals \$8,804,615.16 and consists of ratification of electronic payments totaling \$8,329,337.94, ratification of the issuance of early checks totaling \$475,277.22, and voided Check Nos. 605584 and 605585 totaling \$40,000.00.

## **Background:**

Section 2.13 of the Vernon Municipal Code indicates the City Treasurer, or an authorized designee, shall prepare warrants covering claims or demands against the City which are to be presented to City Council for its audit and approval. Pursuant to the aforementioned code section, the City Treasurer has prepared Operating Account Warrant Register No. 47 covering claims and demands presented during the period of May 17 through May 30, 2020, drawn, or to be drawn, from East West Bank for City Council approval.

## **Fiscal Impact:**

The fiscal impact of approving Operating Account Warrant Register No. 47, totals \$8,804,615.16. 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. 47.

## **Attachments:**

1. [Operating Account Warrant Register No. 47](#)



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 47  
JUNE 16, 2020**

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof.

A handwritten signature in black ink, appearing to read "Scott Williams", is written over a horizontal line.

Scott Williams  
Director of Finance / City Treasurer

Date: 6/4/2020

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

Void Checks: 605584, 605585

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 47  
JUNE 16, 2020**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.450340	\$ 193.27	Recalculation Charges 07/19	202005123145531 783				
	055.9200.500150	\$ 1.57	Recalculation Charges 05/20	202005123145531 783				
	055.9200.500150	\$ 1,204.80	Recalculation Charges 10/18	202005123145532 037				
	055.9200.500170	\$ -0.03	Recalculation Charges 10/18	202005123145532 037				
	055.9200.500180	\$ -49.57	Recalculation Charges 10/18	202005123145532 037				
	055.9200.500190	\$ -31.20	Recalculation Charges 10/18	202005123145532 037				
	055.9200.500150	\$ -3,783.06	Recalculation Charges 04/20	202005123145532 037				
	055.9200.500170	\$ -2,322.93	Recalculation Charges 04/20	202005123145532 037				
	055.9200.500190	\$ -1,121.23	Recalculation Charges 04/20	202005123145532 037				
	055.9200.500210	\$ -25.12	Recalculation Charges 04/20	202005123145532 037				
	055.9200.500150	\$ 74,627.69	Recalculation Charges 05/20	202005123145532 037				
	055.9200.500210	\$ 14,807.43	Recalculation Charges 05/20	202005123145532 037				
	055.9200.500151	\$ -0.43	Recalculation Charges 05/20	202005123145532 037				
	055.9200.500170	\$ -33,194.14	Recalculation Charges 05/20	202005123145532 037				

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 47  
JUNE 16, 2020**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500190	\$ -8,333.80	Recalculation Charges 05/20	202005123145532037				
	055.9200.500150	\$ 510.74	Recalculation Charges 07/19	202005123145532037				
	055.9200.500170	\$ -11,559.63	Recalculation Charges 07/19	202005123145532037				
	055.9200.500180	\$ -5.78	Recalculation Charges 07/19	202005123145532037				
	055.9200.500190	\$ -2,054.82	Recalculation Charges 07/19	202005123145532037		05/18/2020	9744	\$ 28,863.76
004303 - ATHENS INSURANCE SERVICES, INC	011.1026.594200	\$ 6,105.33	TPA Fees 05/20	IVC21359		05/19/2020	9745	\$ 6,105.33
002533 - BANK OF NEW YORK MELLON	055.9000.592010	\$ 300.00	Audit Confirmation & Redemption Fees	2522281735		05/19/2020	9746	\$ 300.00
003336 - BICENT (CALIFORNIA) MALBURG, L	055.9200.500150	\$ 354,457.65	Monthly Energy Related Payment	4202001				
	055.9200.500150	\$ 15,732.50	Monthly Heat Rate	4202001				
	055.9200.500180	\$ 3,657,717.60	Monthly Capacity Payment	4202001		05/19/2020	9747	\$ 4,027,907.75

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 47  
JUNE 16, 2020**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000447 - CDW GOVERNMENT, INC	011.9019.520010	\$ 3,086.08	Samsung UN75RU7100F 7 Series - 75"	XQD4242	011.0014335			
	011.9019.520010	\$ 12.00	RECYCLING FEE 35" AND OVER~	XQD4242	011.0014335			
	011.9019.520010	\$ 293.18	Sales Tax 9.5%	XQD4242		05/19/2020	9748	\$ 3,391.26
000947 - DAILY JOURNAL CORPORATION	011.1003.550000	\$ 450.00	Publication Services	B3362193		05/19/2020	9749	\$ 450.00
005155 - STEVEN FROBERG	011.1048.596200	\$ 100.00	Attendance Stipend~	042920		05/19/2020	9750	\$ 100.00
005875 - FRANCISCO M GAVINA, JR	011.1048.596200	\$ 100.00	Attendance Stipend~	042920		05/19/2020	9751	\$ 100.00
004500 - ICE US OTC COMMODITY MARKETS,	055.9200.596200	\$ 1,310.00	OTC Commission Adjustment	420001688088		05/19/2020	9752	\$ 1,310.00
006570 - LA COUNTY BUSINESS FEDERATION	055.9000.596500	\$ 6,000.00	Membership Dues~	3611		05/19/2020	9753	\$ 6,000.00
006801 - NTT CLOUD COMMUNICATIONS U.S.	011.9019.560010	\$ 1,237.57	Audio Conferencing Charges	USINV2004108196		05/19/2020	9754	\$ 1,237.57

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 47  
JUNE 16, 2020**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006802 - PIONEER COMMUNITY ENERGY	055.9200.500180	\$	6,250.00	RA Capacity Charges 04/20	121		05/19/2020	9755	\$ 6,250.00
005658 - POWER SETTLEMENTS CONSULTING &	055.9200.596200	\$	6,393.75	Software Services Fee 06/20	VERN55		05/19/2020	9756	\$ 6,393.75
003900 - RICHARDS, WATSON & GERSHON	055.9000.593200	\$	71.07	Re: WMP Approval Petitions~	226727		05/19/2020	9757	\$ 71.07
000980 - JONATHAN SUDDUTH	011.1033.596550	\$	200.00	Reimb. Paramedic License Renewal	050520		05/19/2020	9758	\$ 200.00
006236 - SUEZ WTS SERVICES USA, INC	011.1033.590000	\$	104.48	Water Purification Services	900382285		05/19/2020	9759	\$ 104.48
002227 - US DEPARTMENT OF ENERGY	055.9200.500150	\$	29,647.96	Boulder Canyon Project Charges 04/20	GG1766W0420		05/19/2020	9760	\$ 56,346.76
	055.9200.500180	\$	26,698.80	Boulder Canyon Project Charges 04/20	GG1766W0420				
006791 - VERITAS TECHNOLOGIES, LLC	011.9019.590110	\$	1,122.50	ESSENTIAL 12 MONTHS RENEWAL ~	2200354920	011.0014330	05/19/2020	9761	\$ 5,391.60
	011.9019.590110	\$	2,100.00	ESSENTIAL 12 MONTHS RENEWAL ~	2200354920	011.0014330			
	011.9019.590110	\$	1,757.50	ESSENTIAL 12 MONTHS RENEWAL ~	2200354920	011.0014330			
	011.9019.590110	\$	411.60	Re-instatement fee	2200354920	011.0014330			



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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003584 - WILLIAMS DATA MANAGEMENT	011.1003.596200	\$ 375.00	Storage Services	505782		05/19/2020	9762	\$ 375.00
004527 - WITTMAN ENTERPRISES, LLC	011.1033.596200	\$ 2,365.85	Billing Services	2003069		05/19/2020	9763	\$ 2,365.85
005784 - ZONES, INC	011.9019.590110	\$ 3,270.96	Production Support/Subscription for	K15077690101	011.0014336			
	011.9019.590110	\$ 2,453.22	Production Support/Subscription for	K15077690101	011.0014336			
	011.9019.590110	\$ 1,362.72	Production Support/Subscription VMware	K15077690101	011.0014336			
	011.9019.590110	\$ 5,330.64	U.S. Federal Production	K15077690101	011.0014336			
	011.9019.590110	\$ 1,820.09	U.S. Federal Production	K15077690101	011.0014336			
	011.9019.590110	\$ 3,117.61	Effective October 31, 2006 There is a	K15077690101	011.0014336	05/19/2020	9764	\$ 17,355.24
003049 - PETRELLI ELECTRIC, INC	055.9100.900000	\$ 201,366.37	Electric Service Maintenance	200100				
	055.8300.590000	\$ 640,475.37	Electric Service Maintenance	200100				
	055.8000.590000	\$ 13,259.16	Electric Service Maintenance	200100		05/21/2020	9765	\$ 855,100.90
006262 - MERCURIA ENERGY AMERICA, INC	055.9200.500160	\$ 368,115.19	Natural Gas 04/20	3152792		05/26/2020	9766	\$ 368,115.19

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500180	\$ 256,109.00	Minimum Cost 04/20	PV0520				
	055.9200.500150	\$ 44,305.00	Variable Cost 03/20	PV0520				
	055.122100	\$ 10,000.00	PSF Cost	PV0520				
						05/26/2020	9767	\$ 310,414.00
006086 - MACQUARIE ENERGY, LLC	055.9200.500160	\$ 885,750.00	Natural Gas 04/20	GASI00137652		05/26/2020	9768	\$ 885,750.00
005614 - NORTHWEST ELECTRICAL SERVICES,	020.1084.900000	\$ 450.39	Technical Design Services	1769				
	020.1084.900000	\$ 55,769.48	Technical Design Services	1769				
	055.9000.595200	\$ 150.13	Technical Design Services	1769				
						05/26/2020	9769	\$ 56,370.00
005908 - PACIFIC SUMMIT ENERGY, LLC	055.9200.500160	\$ 138,750.00	Natural Gas 04/20	228550		05/26/2020	9770	\$ 138,750.00
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 221,646.73	Antelope DSR 1 Solar Project	DSR10520		05/26/2020	9771	\$ 221,646.73
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 311,508.21	Puente Hills Landfill Gas Project	PHL0520		05/26/2020	9772	\$ 311,508.21

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.596200	\$ 1,866.80	Resolution Billing	520				
	055.9000.596700	\$ 12,736.18	Resolution Billing	520				
	055.9000.596200	\$ 1,612.50	Resolution Billing	520				
						05/26/2020	9773	\$ 16,215.48
002412 - CALIFORNIA ISO	055.9200.500150	\$ 49.17	Recalculation Charges 02/20	202005193145610934				
	055.9200.450340	\$ -806.92	Recalculation Charges 02/20	202005193145610934				
	055.9200.500150	\$ 8.29	Initial Charges 05/20	202005193145610934				
	055.9200.450340	\$ 7,211.31	Recalculation Charges 04/20	202005193145610934				
	055.9200.500150	\$ -0.28	Recalculation Charges 04/20	202005193145610934				
						05/26/2020	9774	\$ 6,461.57
000153 - CITIGROUP ENERGY, INC	055.9200.500160	\$ 46,400.00	Natural Gas 04/20	94992931		05/26/2020	9775	\$ 46,400.00
001928 - ADVANCED UTILITY SYSTEMS	055.7100.590110	\$ 44,260.14	CIS Infinity Support~	MN00129395		05/28/2020	9776	\$ 44,260.14
005067 - BIOFUEL GENERATION SERVICES, L	055.9200.500160	\$ 15,860.50	Biomethane	RPS42020		05/28/2020	9777	\$ 15,860.50

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006700 - CLARIS INTERNATIONAL, INC	011.9019.590110	\$ 2,020.00	FileMaker Maintenance Perpetual Users	5585636	011.0014348	05/28/2020	9778	\$ 2,020.00
001906 - WILLIAM DAVIS	011.1001.502030	\$ 500.00	HSA Employer Contribution~	051120		05/28/2020	9779	\$ 500.00
003606 - INSIGHT PUBLIC SECTOR, INC	011.9019.520010	\$ 3,907.08	VERITAS Backup Exec Gold - On-Premise~	1100727295	011.0014337	05/28/2020	9780	\$ 6,511.80
	011.9019.520010	\$ 2,604.72	VERITAS Backup Exec Gold - On-Premise	1100727981	011.0014339			
006687 - NDS	011.1004.520000	\$ 223.43	Postage	766615		05/28/2020	9781	\$ 223.43
005709 - NOBEL SYSTEMS, INC	011.9019.590110	\$ 2,400.00	GeoViewer Mobile Subscription for the	14785	011.0014346	05/28/2020	9782	\$ 2,400.00
006702 - SALLY SWANSON ARCHITECTS, INC	011.1043.595200	\$ 6,439.82	ADA Self Evaluation & Transition Plan	245593		05/28/2020	9783	\$ 6,439.82
001581 - THE GAS COMPANY	055.9200.550022	\$ 165,330.17	Period: 04/20	051120		05/28/2020	9784	\$ 165,330.17
006120 - WESTERN ALLIED CORPORATION	011.1049.590000	\$ 590.50	Air Conditioner Maintenance	625589		05/28/2020	9785	\$ 9,056.33
	011.1049.590000	\$ 711.83	Air Conditioner Maintenance	625982				
	011.1049.590000	\$ 7,754.00	Replace Dual Duct VAV Box	902371				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
004442 - WIRELESS INNOVATION LIMITED	055.9000.900000	\$ 1,180.00	Iridium	57239		05/28/2020	9786	\$ 1,180.00
005281 - MERCER CONSUMER	011.1033.596200	\$ 3,913.75	Insurance Premium for Medical Director	052820		05/29/2020	9787	\$ 3,913.75
005921 - ALEXIS HWANG	011.1070.797000	\$ 2,000.00	Purchase of Gift Cards for Vernon	052820		05/29/2020	9788	\$ 2,000.00
000812 - CARLOS FANDINO JR	011.1070.797000	\$ 3,000.00	Purchase of Gift Cards for Vernon	052820		05/29/2020	9789	\$ 3,000.00
002190 - OFFICE DEPOT	011.1031.520000	\$ 8.79	Supplies	458126186001				
	011.1031.520000	\$ 0.84	Sales Tax 9.5%	458126186001				
	011.1031.520000	\$ 152.99	Supplies	458129555001				
	011.1031.520000	\$ 14.53	Sales Tax 9.5%	458129555001				
	011.1031.520000	\$ 99.86	Supplies	458129556001				
	011.1031.520000	\$ 9.49	Sales Tax 9.5%	458129556001		05/18/2020	9805	\$ 286.50

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000714 - CALPERS	011.1001.502020	\$ 1,259.95	Monthly Expense of UAL~	100000016026177				
	011.1002.502020	\$ 8,106.46	Monthly Expense of UAL~	100000016026177				
	011.1003.502020	\$ 5,111.11	Monthly Expense of UAL~	100000016026177				
	011.1004.502020	\$ 18,542.63	Monthly Expense of UAL~	100000016026177				
	011.1024.502020	\$ 11,054.26	Monthly Expense of UAL~	100000016026177				
	011.1026.502020	\$ 8,534.36	Monthly Expense of UAL~	100000016026177				
	011.1031.502020	\$ 14,572.60	Monthly Expense of UAL~	100000016026177				
	011.1033.502020	\$ 3,993.80	Monthly Expense of UAL~	100000016026177				
	011.1040.502020	\$ 6,180.88	Monthly Expense of UAL~	100000016026177				
	011.1041.502020	\$ 2,210.85	Monthly Expense of UAL~	100000016026177				
	011.1043.502020	\$ 25,912.13	Monthly Expense of UAL~	100000016026177				
	011.1046.502020	\$ 5,182.43	Monthly Expense of UAL~	100000016026177				
	011.1047.502020	\$ 2,139.53	Monthly Expense of UAL~	100000016026177				
	011.1048.502020	\$ 2,472.35	Monthly Expense of UAL~	100000016026177				
	011.1049.502020	\$ 5,134.88	Monthly Expense of UAL~	100000016026177				
	057.1057.502020	\$ 927.13	Monthly Expense of UAL~	100000016026177				
	011.1060.502020	\$ 7,369.51	Monthly Expense of UAL~	100000016026177				
	020.1084.502020	\$ 19,945.21	Monthly Expense of UAL~	100000016026177				
	056.5600.502020	\$ 7,393.28	Monthly Expense of UAL~	100000016026177				
	055.7100.502020	\$ 3,494.57	Monthly Expense of UAL~	100000016026177				
	055.7200.502020	\$ 523.00	Monthly Expense of UAL~	100000016026177				
	055.8000.502020	\$ 7,916.28	Monthly Expense of UAL~	100000016026177				
	055.8100.502020	\$ 21,181.39	Monthly Expense of UAL~	100000016026177				

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**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000714 - CALPERS	055.9000.502020	\$ 14,192.23	Monthly Expense of UAL~	100000016026177				
	011.9019.502020	\$ 7,131.78	Monthly Expense of UAL~	100000016026177				
	055.9100.502020	\$ 14,073.38	Monthly Expense of UAL~	100000016026177				
	055.9200.502020	\$ 13,170.02	Monthly Expense of UAL~	100000016026177				
	011.1031.502020	\$ 162,743.33	Monthly Expense of UAL~	100000016026186				
	011.1033.502020	\$ 278,534.67	Monthly Expense of UAL~	100000016026186				
						05/27/2020	9806	\$ 679,004.00
<b>TOTAL ELECTRONIC</b>								<b>\$ 8,329,337.94</b>

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**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005348 - AGILITY RECOVERY SOLUTIONS	011.9019.590110	\$ 415.00	Disaster Recovery Services	122954		05/19/2020	605525	\$ 415.00
001948 - AT&T	011.9019.590110	\$ 1,979.40	Period: 03/19/20 - 04/18/20	1796294501		05/19/2020	605526	\$ 2,131.40
	055.9200.560010	\$ 152.00	Period: 03/19/20 - 04/18/20	8720674501				
001948 - AT&T	011.9019.560010	\$ 977.96	Period: 03/20/20 - 04/19/20	042020		05/19/2020	605527	\$ 1,234.46
	011.9019.560010	\$ 256.50	Period: 03/20/20 - 04/19/20	042020(2)				
006646 - BAJA ROOFING & COATINGS, INC	011.1049.590000	\$ 2,800.00	Repair Duck Work	050720		05/19/2020	605528	\$ 20,300.00
	011.1049.590000	\$ 4,000.00	Roof Repair	050720(2)				
	011.1049.590000	\$ 13,500.00	Roof Repairs~	050720(3)				
006054 - BEARCOM	011.1033.594000	\$ 1,860.30	SC Service Agreement	5020995		05/19/2020	605529	\$ 1,860.30
005511 - CAL UTILITIES EMERGENCY ASSOC	055.9000.596550	\$ 682.75	Membership Dues~	2021088		05/19/2020	605530	\$ 682.75
000778 - CALIFORNIA WATER SERVICE CO	011.1033.560000	\$ 102.06	Period: 04/20	042320(2)		05/19/2020	605531	\$ 102.06



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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000256 - CALPORTLAND COMPANY	011.1043.520000	\$ 4,848.99	Emergency Services~	94442526				
	011.1043.520000	\$ 12,054.64	Emergency Services~	94444777				
						05/19/2020	605532	\$ 16,903.63
004163 - CENTRAL FORD	011.1046.520000	\$ 333.26	parts	C58663	011.0014241			
	011.1046.520000	\$ 20.10	shop materials	C58663	011.0014241			
	011.1046.590000	\$ 5.86	hazardous waste	C58663	011.0014241			
	011.1046.590000	\$ 399.25	labor	C58663	011.0014241			
	011.1046.520000	\$ 36.22	Sales Tax 10.25	C58663				
	011.1046.520000	\$ 6.00	n811880 bolt	C58959	011.0014248			
	011.1046.520000	\$ 21.19	2016 element kit	C58959	011.0014248			
	011.1046.520000	\$ 72.75	15w40 oil	C58959	011.0014248			
	011.1046.520000	\$ 23.05	6766 oil filter	C58959	011.0014248			
	011.1046.520000	\$ 55.19	9n184 element fuel	C58959	011.0014248			
	011.1046.590000	\$ 1.72	hazardous waste	C58959	011.0014248			
	011.1046.590000	\$ 655.95	labor	C58959	011.0014248			
	011.1046.520000	\$ 18.26	Sales Tax 10.25	C58959				
						05/19/2020	605533	\$ 1,648.80

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<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>
005490 - CINTAS CORPORATION	020.1084.540000	\$ 139.10	Uniforms	4045654943				
	055.8000.540000	\$ 41.10	Uniforms	4045654943				
	055.8100.540000	\$ 159.56	Uniforms	4045654943				
	056.5600.540000	\$ 52.63	Uniforms	4045654943				
	011.1043.540000	\$ 131.61	Uniforms	4047026406				
	011.1046.540000	\$ 33.37	Uniforms	4047026406				
	011.1047.540000	\$ 10.21	Uniforms	4047026406				
	011.1049.540000	\$ 46.70	Uniforms	4047026406				
	020.1084.540000	\$ 140.12	Uniforms	4047491319				
	055.8000.540000	\$ 41.10	Uniforms	4047491319				
	055.8100.540000	\$ 141.65	Uniforms	4047491319				
	056.5600.540000	\$ 52.63	Uniforms	4047491319				
	011.1043.540000	\$ 131.61	Uniforms	4047623521				
	011.1046.540000	\$ 33.37	Uniforms	4047623521				
	011.1047.540000	\$ 10.21	Uniforms	4047623521				
	011.1049.540000	\$ 46.70	Uniforms	4047623521				
	020.1084.540000	\$ 139.10	Uniforms	4048059160				
	055.8000.540000	\$ 41.10	Uniforms	4048059160				
	055.8100.540000	\$ 233.45	Uniforms	4048059160				
	056.5600.540000	\$ 42.63	Uniforms	4048059160				
	011.1043.540000	\$ 131.61	Uniforms	4048174055				
	011.1046.540000	\$ 33.37	Uniforms	4048174055				
	011.1047.540000	\$ 10.21	Uniforms	4048174055				

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005490 - CINTAS CORPORATION	011.1049.540000	\$ 46.70	Uniforms	4048174055				
	020.1084.540000	\$ 139.09	Uniforms	4048614570				
	055.8000.540000	\$ 41.10	Uniforms	4048614570				
	055.8100.540000	\$ 141.03	Uniforms	4048614570				
	056.5600.540000	\$ 52.64	Uniforms	4048614570				
	011.1043.540000	\$ 131.61	Uniforms	4048733111				
	011.1046.540000	\$ 33.37	Uniforms	4048733111				
	011.1047.540000	\$ 10.21	Uniforms	4048733111				
	011.1049.540000	\$ 46.70	Uniforms	4048733111				
	020.1084.540000	\$ 139.09	Uniforms	4049178047				
	055.8000.540000	\$ 41.10	Uniforms	4049178047				
	055.8100.540000	\$ 141.04	Uniforms	4049178047				
	056.5600.540000	\$ 52.63	Uniforms	4049178047				
	011.1043.540000	\$ 131.61	Uniforms	4049355863				
	011.1046.540000	\$ 33.37	Uniforms	4049355863				
	011.1047.540000	\$ 10.21	Uniforms	4049355863				
	011.1049.540000	\$ 46.70	Uniforms	4049355863				
	020.1084.540000	\$ 139.09	Uniforms	4049752257				
	055.8000.540000	\$ 41.20	Uniforms	4049752257				
	055.8100.540000	\$ 52.63	Uniforms	4049752257				
	056.5600.540000	\$ 146.74	Uniforms	4049752257				
						05/19/2020	605534	\$ 3,461.00

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003511 - CITY OF LAKEWOOD	020.1084.593200	\$ 127.87	Proportional Amount~	4952		05/19/2020	605535	\$ 127.87
000236 - DIESELTRON, INC	011.1046.520000	\$ 229.60	alternator	28547	011.0014246			
	011.1046.520000	\$ 21.81	Sales Tax 9.5%	28547		05/19/2020	605536	\$ 251.41
005229 - EHS INTERNATIONAL, INC	055.9000.596700	\$ 950.00	Virtual Training Courses	318499		05/19/2020	605537	\$ 950.00
005350 - HAUL AWAY RUBBISH SERVICE CO,	011.1048.596200	\$ 67.50	Disposal & Recycling Services	04X06343				
	011.1049.596200	\$ 213.00	Disposal & Recycling Services	04X06344				
	011.1033.520000	\$ 67.50	Disposal & Recycling Services	04X06345				
	011.1043.520000	\$ 896.40	Disposal & Recycling Services	04X06351		05/19/2020	605538	\$ 1,244.40

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004239 - HSA BANK	011.1002.502030	\$ 500.00	Employer Contribution 06/01/20	051120				
	011.1003.502030	\$ 500.00	Employer Contribution 06/01/20	051120				
	011.1004.502030	\$ 2,000.00	Employer Contribution 06/01/20	051120				
	011.1024.502030	\$ 1,500.00	Employer Contribution 06/01/20	051120				
	011.1026.502030	\$ 1,500.00	Employer Contribution 06/01/20	051120				
	011.1031.502030	\$ 8,000.00	Employer Contribution 06/01/20	051120				
	011.1033.502030	\$ 8,500.00	Employer Contribution 06/01/20	051120				
	011.1040.502030	\$ 1,000.00	Employer Contribution 06/01/20	051120				
	011.1041.502030	\$ 1,000.00	Employer Contribution 06/01/20	051120				
	011.1043.502030	\$ 2,000.00	Employer Contribution 06/01/20	051120				
	011.1046.502030	\$ 500.00	Employer Contribution 06/01/20	051120				
	011.1049.502030	\$ 500.00	Employer Contribution 06/01/20	051120				
	011.1060.502030	\$ 1,500.00	Employer Contribution 06/01/20	051120				
	011.9019.502030	\$ 500.00	Employer Contribution 06/01/20	051120				
	020.1084.502030	\$ 3,500.00	Employer Contribution 06/01/20	051120				
	056.5600.502030	\$ 500.00	Employer Contribution 06/01/20	051120				
	055.9000.502030	\$ 1,500.00	Employer Contribution 06/01/20	051120				
	055.9100.502030	\$ 1,000.00	Employer Contribution 06/01/20	051120				
						05/19/2020	605539	\$ 36,000.00
006053 - IDENTITY AUTOMATION, LP	011.9019.590110	\$ 716.75	Multi-Factor Authentication Legacy ~	INV04036	011.0014347			
	011.9019.590110	\$ 780.00	Multi-Factor Authentication Plus -	INV04036	011.0014347			
						05/19/2020	605540	\$ 1,496.75

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**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000686 - IGOE & COMPANY, INC	011.1026.594200	\$ 75.00	Participation Fee	215285		05/19/2020	605541	\$ 75.00
003122 - J&H AUTO BODY	011.1046.520000	\$ 12.00	parts	16442	011.0014242			
	011.1046.520000	\$ 142.80	paint and material	16442	011.0014242			
	011.1046.590000	\$ 184.80	paint labor	16442	011.0014242			
	011.1046.590000	\$ 118.80	body shop labor	16442	011.0014242			
	011.1046.520000	\$ 15.87	Sales Tax 10.25	16442				
	011.1046.520000	\$ 432.97	parts	16484	011.0014251			
	011.1046.520000	\$ 208.00	paint and material	16484	011.0014251			
	011.1046.590000	\$ 286.00	paint labor	16484	011.0014251			
	011.1046.590000	\$ 308.00	body shop labor	16484	011.0014251			
	011.1046.520000	\$ 65.70	Sales Tax 10.25	16484		05/19/2020	605542	\$ 1,774.94
001800 - JSB FIRE PROTECTION, LLC	011.1033.595200	\$ 1,925.64	Plan Check Services	20204		05/19/2020	605543	\$ 1,925.64

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000804 - LB JOHNSON HARDWARE CO #1	055.8400.590000	\$ 6.55	Small Tools, Plumbing, & Building	106706	055.0002742			
	055.8400.590000	\$ 261.40	Small Tools, Plumbing, & Building	106739	055.0002742			
	055.9000.520000	\$ 144.47	Small Tools, Plumbing, & Building	107042	055.0002742			
	055.9000.520000	\$ 32.82	Small Tools, Plumbing, & Building	107186	055.0002742			
	055.9000.520000	\$ 118.17	Small Tools, Plumbing, & Building	107188	055.0002742			
	055.8400.590000	\$ 49.00	Small Tools, Plumbing, & Building	107219	055.0002742			
	055.8400.590000	\$ 12.03	Small Tools, Plumbing, & Building	107244	055.0002742			
	055.9000.520000	\$ 24.05	Small Tools, Plumbing, & Building	107381	055.0002742			
	055.9000.520000	\$ 130.24	Small Tools, Plumbing, & Building	107555	055.0002742			
	055.9000.520000	\$ 45.97	Small Tools, Plumbing, & Building	107736	055.0002742			
	055.8000.520000	\$ 362.93	Small Tools, Plumbing, & Building	799240	055.0002742			
						05/19/2020	605544	\$ 1,187.63
000304 - MCAVOY & MARKHAM ENGINEERING A	055.8000.900000	\$ 9,275.00	Itron Centron Poly CP3SDR3 FM9S, CL20,	16176	055.0002774			
	055.8000.900000	\$ 881.13	Sales Tax 9.5%	16176				
						05/19/2020	605545	\$ 10,156.13
001150 - MCMASTER CARR SUPPLY COMPANY	055.8400.590000	\$ 160.45	Hardware Supplies~	36136283	055.0002743			
	055.8400.520000	\$ 21.00	Hardware Supplies~	37749746	055.0002743			
	055.8400.590000	\$ 94.01	Hardware Supplies~	37754557	055.0002743			
	055.9000.520000	\$ 121.39	Hardware Supplies~	38490147	055.0002743			
						05/19/2020	605546	\$ 396.85

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006203 - MRC SMART TECHNOLOGY SOLUTIONS	011.9019.590110	\$	13,122.48	Managed Print Services	IN1445075		05/19/2020	605547	\$ 13,122.48
006715 - JORGE L. NEVAREZ JR	011.1048.596200	\$	100.00	Attendance Stipend~	042920		05/19/2020	605548	\$ 100.00
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.502095	\$	337.22	Medical Services	051320				
	011.1026.502095	\$	118.06	Medical Services	051320(2)		05/19/2020	605549	\$ 455.28
006475 - ONEPOINT HUMAN CAPITAL MGMT	011.9019.520010	\$	215.00	Time Tracking System	48979		05/19/2020	605550	\$ 215.00
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$	306.00	Car Wash Services	270278		05/19/2020	605551	\$ 306.00



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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006781 - SALSBUry INDUSTRIES	011.1031.850000	\$ 2,970.00	Model No. 18-52361BL-A~	6086002	011.0014305			
	011.1031.850000	\$ 270.00	Model No. 77791BL~	6086002	011.0014305			
	011.1031.850000	\$ 540.00	Model No. 77710~	6086002	011.0014305			
	011.1031.850000	\$ 20.00	Model No. 77711~	6086002	011.0014305			
	011.1031.850000	\$ 275.00	Model No. 18-52161BL-A~	6086002	011.0014305			
	011.1031.850000	\$ 315.00	Model No. 18-53161BL-A~	6086002	011.0014305			
	011.1031.850000	\$ 335.00	Model No. 18-54161BL-A~	6086002	011.0014305			
	011.1031.850000	\$ 45.00	Model No. 77791BL~	6086002	011.0014305			
	011.1031.850000	\$ 453.43	Sales Tax 9.5%	6086002				
						05/19/2020	605552 \$	5,223.43
000894 - SATELLITE PHONE STORE	011.9019.590110	\$ 699.99	IsatPhone Prepaid Service - 500 Units~	144353	011.0014344			
	011.9019.590110	\$ 699.99	IsatPhone Prepaid Service - 500 Units~	144353	011.0014344			
	011.9019.590110	\$ 699.99	IsatPhone Prepaid Service - 500 Units~	144353	011.0014344			
	011.9019.590110	\$ 199.50	Sales Tax 9.5%	144353				
						05/19/2020	605553 \$	2,299.47
001845 - SECURITY PAVING COMPANY, INC	011.1043.520000	\$ 19.22	Crush Base Material ~	34804	011.0014132			
						05/19/2020	605554 \$	19.22

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005556 - SWEINHART ELECTRIC CO	011.1049.590000	\$	311.52	Repairs & Maintenance	21382				
	011.1049.590000	\$	294.52	Repairs & Maintenance	21383				
	011.1049.590000	\$	302.00	Repairs & Maintenance	21384				
	011.1049.590000	\$	294.52	Repairs & Maintenance	21385				
	011.1049.590000	\$	302.52	Repairs & Maintenance	21388				
							05/19/2020	605555	\$ 1,505.08
006371 - TIREHUB, LLC	011.1046.520000	\$	645.00	26560r17 tires	13623468	011.0014245			
	011.1046.590000	\$	8.75	tire fee	13623468	011.0014245			
	011.1046.520000	\$	61.27	Sales Tax 9.5%	13623468				
							05/19/2020	605556	\$ 715.02
000282 - TRI-CITY MUTUAL WATER COMPANY	011.1033.560000	\$	225.00	Hydrant	020120				
	011.1033.560000	\$	225.00	Hydrant	040120				
							05/19/2020	605557	\$ 450.00
005710 - US TOW, INC	011.1046.590000	\$	125.00	towed unit to central ford	12345	011.0014244			
	011.1046.590000	\$	125.00	Tow Service	12741	011.0014250			
							05/19/2020	605558	\$ 250.00
001481 - VERIZON BUSINESS SERVICES	011.9019.560010	\$	616.14	Period: 03/20	71437093				
							05/19/2020	605559	\$ 616.14
001481 - VERIZON WIRELESS	055.9000.560010	\$	11.16	Period: 03/24/20 - 04/23/20	9853269131				
							05/19/2020	605560	\$ 11.16

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001399 - VERNON SANITARY SUPPLY CO	011.120010	\$ 636.30	(0500-130) Creamer G304 Powder Non	32590100	011.0014296			
	011.120010	\$ 461.10	(0500-120) Sugar G928 Crystals	32590100	011.0014296			
	011.120010	\$ 60.45	Sales Tax 9.5%	32590100				
	011.120010	\$ 230.55	(0500-120) Sugar G928 Crystals	33631100	011.0014296			
						05/19/2020	605561	\$ 1,388.40
000743 - XEROX FINANCIAL SERVICES, LLC	011.9019.590110	\$ 3,219.30	Lease Payment	2065152				
						05/19/2020	605562	\$ 3,219.30
006716 - MARLENE ELSA YBARRA	011.1048.596200	\$ 100.00	Attendance Stipend~	042920				
						05/19/2020	605563	\$ 100.00
004318 - A-BEST INDUSTRIAL, INC	056.5600.520000	\$ 589.78	Service Connection Materials~	IN13287	056.0000577			
	056.5600.520000	\$ 56.03	Sales Tax 9.5%	IN13287				
						05/26/2020	605564	\$ 645.81
004681 - AEG SOLUTIONS, INC	055.9100.520000	\$ 618.80	Item No. PB2434M~	77184	055.0002790			
	055.9100.520000	\$ 35.00	Freight	77184	055.0002790			
	055.9100.520000	\$ 58.79	Sales Tax 9.5%	77184				
						05/26/2020	605565	\$ 712.59
001948 - AT&T	011.9019.560010	\$ 21.04	Period: 02/06/20 - 03/05/20	9391054023				
						05/26/2020	605566	\$ 21.04

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001229 - CITY OF LOS ANGELES TREASURER	011.1043.590000	\$ 1,840.13	Traffic Signal Maintenance 04/01/20 -	94MA200000059		05/26/2020	605567	\$ 1,840.13
005031 - CLEAN HARBORS ENVIRONMENTAL SE	011.1060.595200	\$ 10,274.65	COVID-19 Decontamination Services	1003268329				
	011.1060.595200	\$ 11,937.74	COVID-19 Decontamination Services	1003272676		05/26/2020	605568	\$ 22,212.39
000202 - DOOLEY ENTERPRISES, INC	011.1031.520000	\$ 7,020.00	WC92: 9mm 124 gr. Brass Enclosed Base -	57838	011.0014320			
	011.1031.520000	\$ 345.00	WC3801: 380 Auto 95gr. Brass Enclosed	57838	011.0014320			
	011.1031.520000	\$ 206.18	Freight	57838	011.0014320			
	011.1031.520000	\$ 699.68	Sales Tax 9.5%	57838				
	011.1031.520000	\$ 355.00	WC381: 38 Sp 125gr. Brass Enclosed Base	57955	011.0014320			
	011.1031.520000	\$ 28.16	Freight	57955	011.0014320			
	011.1031.520000	\$ 33.73	Sales Tax 9.5%	57955		05/26/2020	605569	\$ 8,687.75
006804 - DORA DOUGLAS	011.1048.530015	\$ 280.63	Reimb. Possessory Interest Tax~	052120		05/26/2020	605570	\$ 280.63
006450 - DELPHIA GARZA	011.1048.530015	\$ 311.83	Reimb. Possessory Interest Tax~	052120		05/26/2020	605572	\$ 311.83

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004143 - INTERWEST CONSULTING GROUP, IN	011.1041.595200	\$	2,880.00	Building Plan Check & Inspection	59613				
	011.1041.595200	\$	46.90	Building Plan Check & Inspection	59631		05/26/2020	605573	\$ 2,926.90
001096 - MELVYN GREEN & ASSOCIATES, INC	011.1041.595200	\$	3,166.74	Plan Check Services	14227				
	011.1041.595200	\$	749.45	Plan Check Services	14232		05/26/2020	605574	\$ 3,916.19
006592 - CAROL MENKE	011.1001.596500	\$	401.60	National League of Cities Congressional	051920		05/26/2020	605575	\$ 401.60
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$	63.00	Medical Services	66991104				
	011.1026.597000	\$	478.50	Medical Services	67798158				
	011.1026.597000	\$	31.50	Medical Services	67849624		05/26/2020	605576	\$ 573.00
006416 - PRIORITY BUILDING SERVICES, LL	011.1049.590000	\$	9,005.38	Janitorial Services 05/20	68930		05/26/2020	605577	\$ 9,005.38
006805 - PROVIDENT TITLE COMPANY	011.1040.400900	\$	1,955.68	Ref. Parcel#6308019020 FY15/16~	051920		05/26/2020	605578	\$ 1,955.68

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001703 - ROYAL INDUSTRIAL SOLUTIONS	055.8000.590000	\$ 358.00	QTY: 2,000 ft MFR: WIRE~	9066536665	055.0002784			
	055.8000.590000	\$ 358.00	QTY: 2,000 ft MFR: WIRE~	9066536665	055.0002784			
	055.8000.590000	\$ 358.00	QTY: 2,000 ft MFR: WIRE~	9066536665	055.0002784			
	055.8000.590000	\$ 358.00	QTY: 2,000 ft MFR: WIRE~	9066536665	055.0002784			
	055.8000.590000	\$ 358.00	QTY: 2,000 ft MFR: WIRE~	9066536665	055.0002784			
	055.8000.590000	\$ 358.00	QTY: 2,000 ft MFR: WIRE~	9066536665	055.0002784			
	055.8000.590000	\$ 358.00	QTY: 2,000 ft MFR: WIRE~	9066536665	055.0002784			
	055.8000.590000	\$ 358.00	QTY: 2,000 ft MFR: WIRE~	9066536665	055.0002784			
	055.8000.590000	\$ 268.00	QTY: 2,000 ft MFR: WIRE~	9066536665	055.0002784			
	055.8000.590000	\$ 268.00	QTY: 2,000 ft MFR: WIRE~	9066536665	055.0002784			
	055.8000.590000	\$ 268.00	QTY: 2,000 ft MFR: WIRE~	9066536665	055.0002784			
	055.8000.590000	\$ 268.00	QTY: 2,000 ft MFR: WIRE~	9066536665	055.0002784			
	055.8000.590000	\$ 339.91	Sales Tax 9.5%	9066536665				
						05/26/2020	605579	\$ 3,917.91
005790 - SIMON WIND, INC	055.9000.900000	\$ 317.50	Meteorological Services	2004		05/26/2020	605580	\$ 317.50
002079 - SO CAL JOINT POLE COMMITTEE	055.9100.596200	\$ 1,051.82	Operating Expense 02/20	20585				
	055.9100.596200	\$ 740.47	Operating Expense 04/20	20650		05/26/2020	605581	\$ 1,792.29
006438 - STREAM KIM HICKS WRAGE & ALFAR	011.1024.593200	\$ 387.95	Re: Jerry Chavez v. City of Vernon~	15697		05/26/2020	605582	\$ 387.95

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000141 - THOMSON REUTERS - WEST	011.4031.596200	\$ 1,578.65	West Information Charges	842270605		05/26/2020	605583	\$ 1,578.65
006790 - ALTAMED HEALTH SERVICES CORP	011.1070.797000	\$ 125,000.00	COVID-19 Screening/Testing Services	052720		05/28/2020	605586	\$ 125,000.00
002819 - BANK OF AMERICA	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program~	052820		05/28/2020	605587	\$ 1,000.00
003818 - L.A. COUNTY DISTRICT ATTORNEY	011.230020	\$ 103,470.00	Case No. CR2019-1229~	052720		05/28/2020	605588	\$ 103,470.00
006101 - LOCAL AGENCY FORMATION COMMISS	011.1033.596200	\$ 8,000.00	Annexation Filing Fee	052620		05/28/2020	605589	\$ 8,000.00
005390 - SUSANA YBARRA	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820		05/28/2020	605590	\$ 1,000.00
005390 - YBARRA, SUSANA	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(2)		05/28/2020	605591	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820		05/28/2020	605592	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(2)		05/28/2020	605593	\$ 1,000.00

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006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$	1,000.00	COVID-19 Stimulus Grant Program	052820(3)		05/28/2020	605594	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$	1,000.00	COVID-19 Stimulus Grant Program	052820(4)		05/28/2020	605595	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$	1,000.00	COVID-19 Stimulus Grant Program	052820(5)		05/28/2020	605596	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$	1,000.00	COVID-19 Stimulus Grant Program	052820(6)		05/28/2020	605597	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$	1,000.00	COVID-19 Stimulus Grant Program	052820(7)		05/28/2020	605598	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$	1,000.00	COVID-19 Stimulus Grant Program	052820(8)		05/28/2020	605599	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$	1,000.00	COVID-19 Stimulus Grant Program	052820(9)		05/28/2020	605600	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$	1,000.00	COVID-19 Stimulus Grant Program	052820(10)		05/28/2020	605601	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$	1,000.00	COVID-19 Stimulus Grant Program	052820(11)		05/28/2020	605602	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$	1,000.00	COVID-19 Stimulus Grant Program	052820(12)		05/28/2020	605603	\$ 1,000.00



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006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(13)		05/28/2020	605604	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(14)		05/28/2020	605605	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(15)		05/28/2020	605606	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(16)		05/28/2020	605607	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(17)		05/28/2020	605608	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(18)		05/28/2020	605609	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(19)		05/28/2020	605610	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(20)		05/28/2020	605611	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(21)		05/28/2020	605612	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(22)		05/28/2020	605613	\$ 1,000.00

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006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(23)		05/28/2020	605614	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(24)		05/28/2020	605615	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(25)		05/28/2020	605616	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(26)		05/28/2020	605617	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(27)		05/28/2020	605618	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(28)		05/28/2020	605619	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(29)		05/28/2020	605620	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(30)		05/28/2020	605621	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(31)		05/28/2020	605622	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(32)		05/28/2020	605623	\$ 1,000.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 47  
JUNE 16, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(33)		05/28/2020	605624	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(34)		05/28/2020	605625	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(35)		05/28/2020	605626	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(36)		05/28/2020	605627	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(37)		05/28/2020	605628	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(38)		05/28/2020	605629	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(39)		05/28/2020	605630	\$ 1,000.00
006844 - 52ND DRIVE APARTMENTS	011.1070.797000	\$ 1,000.00	COVID-19 Stimulus Grant Program	052820(40)		05/28/2020	605631	\$ 1,000.00
<b>TOTAL EARLY CHECKS</b>							<b>\$ 475,277.22</b>	

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 47  
JUNE 16, 2020**

**RECAP BY FUND**

<b>FUND</b>	<b>ELECTRONIC TOTAL</b>	<b>EARLY CHECK TOTAL</b>	<b>WARRANT TOTAL</b>	<b>GRAND TOTALS</b>
011 - GENERAL	\$ 649,715.47	\$ 445,375.18	\$ 0.00	\$ 1,095,090.65
020 - WATER	76,165.08	4,463.46	0.00	80,628.54
055 - LIGHT & POWER	7,595,136.98	23,892.87	0.00	7,619,029.85
056 - NATURAL GAS	7,393.28	1,545.71	0.00	8,938.99
057 - FIBER OPTIC	927.13	0.00	0.00	927.13
<b>GRAND TOTAL</b>	<b>\$ 8,329,337.94</b>	<b>\$ 475,277.22</b>	<b>\$ 0.00</b>	<b>\$ 8,804,615.16</b>

**TOTAL CHECKS TO BE PRINTED 0**

CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 47  
JUNE 16, 2020

VOID LIST

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CHECK NUMBER	VENDOR NAME	AMOUNT
605584	52ND DRIVE APARTMENTS	\$ 36,000.00
605585	52ND DRIVE APARTMENTS	4,000.00

# City Council Agenda Item Report

Agenda Item No. COV-200-2020

Submitted by: Adriana Ramos

Submitting Department: Fire Department

Meeting Date: June 16, 2020

## **SUBJECT**

Fire Department Activity Report

## **Recommendation:**

Receive and file the April 2020 Report.

## **Background:**

Attached is a copy of the Vernon Fire Department Activity Report which covers the period of April 1 through April 30, 2020. This report covers hours for Fire Prevention, Training, Pre-Incident, Periodic Testing, Public Service Programs and Routine Maintenance. Due to the COVID-19 pandemic resulting in the temporary closure of non-essential businesses and in adherence to the Los Angeles County Health Officer's Orders and guidelines for social distancing to minimize COVID-19 exposure, Fire Inspections ceased during the months of April and May. The lack of Fire Inspections is reflected in the fire prevention section of the activity report for the month of April. The Fire Department resumed inspections effective June 1, 2020.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

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

**VERNON FIRE DEPARTMENT  
COMPANY ACTIVITIES  
April 1, 2020 to April 30, 2020**

**ACTIVITY TYPE**

**FIRE PREVENTION:**

Regular Inspections (#):

Re-Inspections (#):

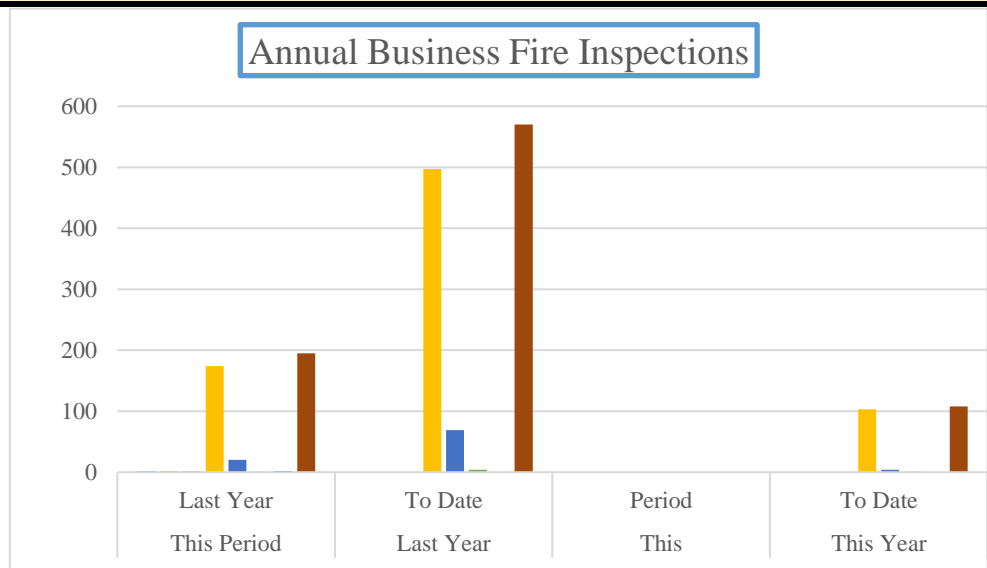
Spec. Haz. Inspections (#):

Total Inspections:

Total Staff Hours:

This Period Last Year	Last Year To Date	This Period	This Year To Date
174	497	0	103
20	69	0	4
1	4	0	1
195	570	0	108
319	870	0	159

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



**PRE-INCIDENT (HOURS):**

Planning

District Familiarization

Total Hours:

This Period Last Year	Last Year To Date	This Period	This Year To Date
184	682	172	701
171	666	139	680
355	1348	311	1381

**PERIODIC TEST (HOURS):**

Hose Testing

Pump Testing

Total Hours:

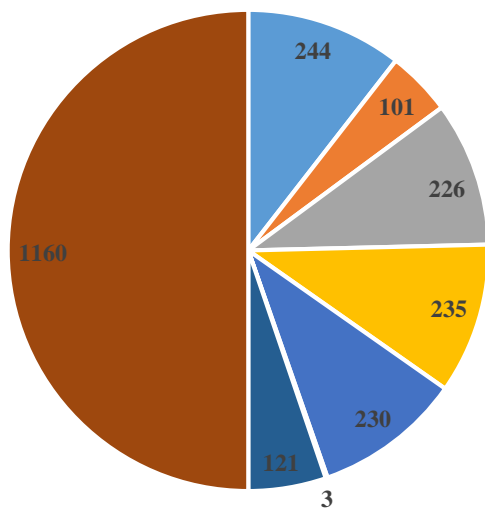
This Period Last Year	Last Year To Date	This Period	This Year To Date
0	1	0	6
3	15	14	20
3	16	14	26

**TRAINING (HOURS):**

Firefighting  
 Hazardous Materials  
 Safety  
 Apparatus Operations  
 Equipment Operations  
 CPR  
 First Aid

This Period Last Year	Last Year To Date	This Period	This Year To Date
251	948	244	994
59	231	101	330
245	992	226	946
251	1014	235	951
252	1000	230	951
0	9	3	70
91	284	121	497
<b>Total Hours:</b>	<b>1149</b>	<b>1160</b>	<b>4739</b>

Fire Training Hours



- Firefighting
- Hazardous Materials
- Safety
- Apparatus Operations
- Equipment Operations
- CPR
- First Aid

**PUBLIC SERVICE PROGRAMS (HOURS):**

School Programs  
 Fire Brigades  
 Emergency Preparedness

This Period Last Year	Last Year To Date	This Period	This Year To Date
9	16	0	4
4	4	2	6
14	67	45	196
<b>Total Hours:</b>	<b>27</b>	<b>47</b>	<b>206</b>

**ROUTINE MAINTENANCE (HOURS):**

Station  
 Apparatus  
 Equipment

This Period Last Year	Last Year To Date	This Period	This Year To Date
242	990	249	1002
243	976	245	994
242	981	243	1015
<b>Total Hours:</b>	<b>727</b>	<b>737</b>	<b>3011</b>

**Personnel Activity Total By Hours:****2580****9746****2269****9522**





# LOS ANGELES COUNTY FIRE DEPARTMENT

## RESPONSE TIMES BY UNIT AVERAGE

Query by City: VERNON  
Query by Unit BC776,E776,E777,E778,E779,T776,RA778  
**All Responses**  
04/01/2020 - 04/30/2020

<u>Unit</u>	<u>Number of Responses</u>	<u>Average Response Time</u>	<u>Average Time duration</u>
BC776	2	07:26	03:14
E777	32	04:12	23:00
E778	45	07:27	14:41
E779	24	04:20	16:29
RA778	48	08:17	31:43
T776	16	05:13	33:02
<b>Totals</b>	167	06:24	23:03



# LOS ANGELES COUNTY FIRE DEPARTMENT

## RESPONSE TIMES BY UNIT AVERAGE

Query by City: VERNON  
Query by Unit BC776,E776,E777,E778,E779,T776,RA778  
**First-Arrived Unit Responses**  
04/01/2020 - 04/30/2020

<u>Unit</u>	<u>Number of Responses</u>	<u>Average Response Time</u>	<u>Average Time duration</u>
E777	24	03:54	22:37
E778	26	05:59	12:56
E779	21	03:42	17:58
RA778	16	04:08	28:28
T776	6	04:17	46:41
<b>Totals</b>	93	04:30	21:25



# LOS ANGELES COUNTY FIRE DEPARTMENT

## RESPONSE TIMES BY UNIT AVERAGE

Query by City: VERNON  
Query by Unit BC13,BC3,Q164,Q27  
**All Responses**  
04/01/2020 - 04/30/2020

<u>Unit</u>	<u>Number of Responses</u>	<u>Average Response Time</u>	<u>Average Time duration</u>
BC13	3	06:00	28:42
<b>Totals</b>	3	06:00	28:42



# LOS ANGELES COUNTY FIRE DEPARTMENT

## RESPONSE TIMES BY UNIT AVERAGE

Query by City: VERNON  
Query by Unit BC13,BC3,Q164,Q27  
**First-Arrived Unit Responses**  
04/01/2020 - 04/30/2020

<u>Unit</u>	<u>Number of Responses</u>	<u>Average Response Time</u>	<u>Average Time duration</u>
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**NO FIRST-IN RESPONSES**

# City Council Agenda Item Report

Agenda Item No. COV-191-2020  
Submitted by: Gregory Garcia  
Submitting Department: Police Department  
Meeting Date: June 16, 2020

## **SUBJECT**

Police Department Activity Report

## **Recommendation:**

Receive and file the April 2020 Report.

## **Background:**

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

## **Fiscal Impact:**

None.

## **Attachments:**

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

# VERNON POLICE DEPARTMENT

## Department Activity Report

*First Date:* 04/01/2020

*Jurisdiction:* VERNON

*Last Date:* 04/30/2020

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
<b>VPD</b>			
10-6	OFFICER IS 10-6 C7,961,962,10-10, WASH. EQUIPM	163	160
10-96C	10-96 CHARLES (CITY HALL SECURITY CHECK)	11	11
140	SUPPLEMENTAL REPORT	2	2
166R	COURT ORDER VIOLATION REPORT	1	1
20001R	INJURY HIT AND RUN REPORT	1	1
20002R	NON-INJURY HIT AND RUN REPORT	10	3
211	ROBBERY	5	1
211R	ROBBERY REPORT	4	2
242	BATTERY	10	2
242R	BATTERY REPORT	1	1
314	INDECENT EXPOSURE	5	3
415	DISTURBING THE PEACE	51	18
415R	DISTURBING THE PEACE REPORT	3	1
422	TERRORIST THREATS	2	1
459	BURGLARY	7	2
459A	AUDIBLE BURGLARY ALARM	310	158
459R	BURGLARY REPORT	20	10
459S	SILENT BURGLARY ALARM	17	4
459VR	BURGLARY TO A VEHICLE REPORT	7	6
484	PETTY THEFT	20	9
484R	PETTY THEFT REPORT	6	5
487R	GRAND THEFT REPORT	23	19
586	PARKING PROBLEM	25	20
594	VANDALISM	8	4
594R	VANDALISM REPORT	16	10
602	TRESPASS	25	9
647F	DRUNK IN PUBLIC	1	1
653M	ANNOYING PHONE CALLS	1	1
901T	INJURY TRAFFIC COLLISION	6	2
901TR	INJURY TRAFFIC COLLISION REPORT	3	2
902T	NON-INJURY TRAFFIC COLLISION	44	27
902TR	NON-INJURY TRAFFIC COLLISION REPORT	3	1
909T	TRAFFIC HAZARD	8	6
911	911 MISUSE / HANGUP	5	2
911A	CONTACT THE REPORTING PARTY	21	12
917A	ABANDONED VEHICLE	9	5
925	SUSPICIOUS CIRCUMSTANCES	79	34
927	UNKNOWN TROUBLE	6	2
A211	ATTEMPT ROBBERY	2	1
A211R	ATTEMPT ROBBERY REPORT	1	1
A484	ATTEMPT PETTY THEFT	5	2
A484R	ATTEMPT PETTY THEFT REPORT	1	1
A487R	ATTEMPT GRAND THEFT REPORT	1	1
AGTA	ATTEMPT GRAND THEFT AUTO	3	1
ASSISTFD	ASSIST FIRE DEPARTMENT	16	8
BOSIG	BROKEN SIGNAL OR LIGHT	1	1
BOVEH	BROKEN DOWN VEHICLE	12	10

# VERNON POLICE DEPARTMENT

## Department Activity Report

*First Date:* 04/01/2020

*Jurisdiction:* VERNON

*Last Date:* 04/30/2020

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
<b>VPD</b>			
CIVIL	CIVIL MATTER	2	1
COP	COP DETAIL	6	6
DEMOSTRA	DEMONSTRATION	4	2
DET	DETECTIVE INVESTIGATION	19	10
DETAIL	DETAIL	6	6
DPTAST	DEPARTMENTAL ASSIST	17	9
FILING	OFFICER IS 10-6 REPORT WRITING	76	74
FOUND	FOUND PROPERTY REPORT	1	1
FU	FOLLOW UP	8	8
GTA	GRAND THEFT AUTO	3	1
GTAR	GRAND THEFT AUTO REPORT	37	23
HBC	HAILED BY A CITIZEN	4	4
KTP	KEEP THE PEACE	28	13
LOCATE	LOCATED VERNON STOLEN VEHICLE / PLATES VI	6	6
LOJACK	LOJACK HIT	3	3
LPR	LICENSE PLATE READER	9	6
MISPLOCATE	LOCATED MISSING PERSON REPORT	2	1
MISPR	MISSING PERSON REPORT	1	1
MR60	MISC REPORT	1	1
PANIC ALARM	PANIC ALARM/DURESS ALARM	2	1
PAPD	PUBLIC ASSIST-POLICE	17	7
PATCK	PATROL CHECK	231	215
PEDCK	PEDESTRIAN CHECK	50	27
PLATE	LOST OR STOLEN PLATES REPORT	2	1
REC	RECOVERED STOLEN VEHICLE IN THE FIELD	14	9
REC PLATE	LOST/STOLEN LICENSE PLATES RECOVERED / FC	3	1
RECKLESS DF	RECKLESS DRIVING (23103)	2	1
REPO	REPOSSESSION	1	1
RR	RAIL ROAD PROBLEM	1	1
SPEED	SPEED CONTEST OR SPEEDING (23109)	11	5
TRAFFIC STOI	TRAFFIC STOP	23	22
UNATTACHED	UNATTACHED TRAILER	2	2
VCK	VEHICLE CHECK	82	73
VEH RELEASE	VEHICLE RELEASE	3	2
WELCK	WELFARE CHECK	13	6
<i>Department:</i>		<b>1671</b>	<b>1134</b>
<i>Overall:</i>		<b>1671</b>	<b>1135</b>

**VERNON POLICE DEPARTMENT**  
**Police Activity Report**

**Period Ending: 04/30/20**

**TRAFFIC COLLISIONS**

**TOTAL**

**NO.**

**18**

**PROPERTY RECOVERED**

VEHICLES: \$179,600.00

NON-INJURY

11

INJURY

7

Persons Injured

8

Pedestrian

Fatalities

City Property Damage

5

Hit & Run (Felony)

1

Hit & Run (Misdemeanor)

2

**VEHICLES STORED**

Unlicensed Driver

3

Abandoned/Stored Vehicle

9

Unattached Trailer

1

Traffic Hazard

**PROPERTY RECOVERED FOR**

**OTHER DEPARTMENTS**

VEHICLES: \$16,500.00

**CITATIONS**

Citations Iss (Prisoner Release)

15

Citations Iss (Other Violations)

Parking

27

Hazardous

10

Non-Hazardous

6

Citations Iss (Moving)

16

Citations Iss (Total)

43

**CASES CLEARED BY ARREST**

AR20-131      CR20-0566      459.5 PC

AR20-132      CR20-0574      459 PC

AR20-135      CR20-0607      594.2(A) PC

AR20-138      CR20-0632      496 PC

AR20-140      CR20-0655      242 PC

AR20-141      CR20-0673      11364 HS



**VERNON POLICE DEPARTMENT  
REPORT FOR PERSONS ARRESTED  
PERIOD ENDING: 04/30/2020**

<b>ADULT FELONY ARRESTS AND DISPOSITIONS</b>			
	<b>MALE</b>	<b>FEMALE</b>	<b>TOTAL</b>
ASSAULT W/DEADLY WEAPON			0
BURGLARY	2		2
DRIVING UNDER THE INFLUENCE w/ INJURY			0
DOMESTIC VIOLENCE			0
GRAND THEFT: AUTO			0
GRAND THEFT: PROPERTY			0
ROBBERY			0
WARRANT (VERNON CASE)			0
WARRANT (OUTSIDE AGENCY)			0
<b>TOTAL FELONY ARRESTS</b>	<b>2</b>	<b>0</b>	<b>2</b>

<b>ADULT MISDEMEANOR ARRESTS AND DISPOSITIONS</b>			
	<b>MALE</b>	<b>FEMALE</b>	<b>TOTAL</b>
BATTERY	1		1
COURT ORDER VIOLATION			0
CRIMINAL THREATS			0
DRIVING UNDER THE INFLUENCE			0
DRIVING WITH A SUSPENDED LICENSE			0
IGNITION INTERLOCK DEVICE REQUIRED			0
PETTY THEFT			0
POSSESSION OF NARCOTICS			0
POSSESSION OF PARAPHERNALIA	1		1
POSSESSION OF STOLEN PROPERTY	1	1	2
SHOPLIFTING	1		1
VANDALISM	3		3
WARRANT (VERNON CASE)		1	1
WARRANT (OUTSIDE AGENCY)			0
<b>TOTAL MISD. ARRESTS</b>	<b>7</b>	<b>2</b>	<b>9</b>

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

TOTAL FELONY ARRESTS (ADULT) TO DATE:	33
TOTAL MISDEMEANOR ARRESTS (ADULT) TO DATE:	104
TOTAL JUVENILES DETAINED (FELONY AND MISDEMEANOR) TO DATE:	4
TOTAL ARRESTS AND DETAINED JUVENILES (FELONY AND MISDEMEANOR) TO DATE:	<b>141</b>

# VERNON POLICE DEPARTMENT

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

First Date: 04/01/2020

Jurisdiction: VERNON

Last Date: 04/01/2020

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20200407366														
	RPCB	04/01/2020	07:50:06	UNK										
	RPT	GTAR		2775 E 26TH, VERNON										
			VPD	CAM,PATRICK	*26E	09:24:44								
			VPD	VASQUEZ,LUIS/FI	32E	09:25:02	09:28:52				09:25:04	10:11:29		
20200407371														
	RPT	04/01/2020	10:01:01											
		GTAR		CORONA AV // FRUITLAND AV, VERNON										
			VPD	SWINFORD,PHILL	*43W			10:01:01			10:03:03			
			VPD	VASQUEZ,LUIS/FI	32E			10:12:04				11:54:10		
20200407381														
	VREC	04/01/2020	13:18:03											
		LOCATE		5800 WILMINGTON, HUNTINGTON PARK										
			VPD	RECORDS BUREAU	*RECD			13:18:27				14:35:29		
20200407387														
	RPT	04/01/2020	16:43:41	BON APPETITE										
		459VR		4820 E 50TH, VERNON										
			VPD	ZOZAYA,OSCAR	*38W	16:46:41	16:51:06					17:35:11		
20200407397														
	VS	04/01/2020	23:03:40											
	CITE	VCK		E 50TH // BOYLE AV, VERNON										
			VPD	ZOZAYA,OSCAR	*38E		23:03:40					00:01:23		

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/02/2020

Jurisdiction: VERNON

Last Date: 04/02/2020

Call Number	Disp	Ten	Received	Caller		Unit Time							
		Code	Complaint	Address		Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200407404													
	PR		04/02/2020	06:31:37									
	RPT		909T	SEVILLE AV // VERNON AV, VERNON									
				VPD	CERDA,EUGENIO	*31E			06:31:37			07:02:20	06:35:43
20200407413													
	RPT		04/02/2020	09:10:59									
			902TR	2638 E VERNON AV, VERNON									
				VPD	GAYTAN,LORENZ	*5D31			09:10:59				10:20:35
				VPD	CAM,PATRICK	38W		09:11:18	09:14:23				10:20:34
				VPD	VALENZUELA,FEI	40E			09:24:35				10:20:35
20200407418													
	RPT		04/02/2020	10:42:44									
			MISPR	4305 S SANTA FE AV, VERNON									
				VPD	CAM,PATRICK	*38W			10:47:29				14:30:22
20200407423													
	RPT		04/02/2020	12:06:58	MELISSAS								
			459VR	2825 E 54TH, VERNON									
				VPD	VALENZUELA,FEI	*40E	12:10:59	12:11:00	12:18:30			12:38:53	13:00:35
20200407433													
	1015		04/02/2020	14:23:01	AMPM								
	ADV		459	3278 E SLAUSON AV, VERNON									
	CITE												
	RPT												
				VPD	REDONA,BRYAN	*32E	14:23:36	14:24:28	14:30:30				15:16:32
				VPD	CAM,PATRICK	38W			14:30:25				15:16:32
				VPD	VALENZUELA,FEI	40E		14:30:07			14:30:29		
				VPD	STEVENSON,KEN	44W	14:23:38	14:24:29	14:30:34				15:16:33
20200407435													

# VERNON POLICE DEPARTMENT

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

*First Date:* 04/02/2020

*Jurisdiction:* VERNON

*Last Date:* 04/02/2020

Call Number	Disp	Ten	Received	Caller		Unit Time							
		Code	Complaint	Address		Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200407435													
	VREC		04/02/2020	15:03:08	A CAR AUTO								
			REC		5915 ALAMO AV, MAYWOOD								
				VPD	RECORDS BUREAU	*RECD			15:03:43				15:16:11

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/03/2020

Jurisdiction: VERNON

Last Date: 04/03/2020

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200407457												
	RPT	04/03/2020	02:12:50	NRH GLOBAL								
		459S		3810 S SANTA FE AV, VERNON								
			VPD	LANDA,RAFAEL	*41W	02:14:02	02:14:32	02:17:14				03:22:43
			VPD	NEWTON,TODD	26E			02:18:22			02:36:53	
			VPD	CERDA,EUGENIO	31E		02:18:23	02:23:46				03:22:43
			VPD	DOCHERTY,MICH	40W	02:14:03	02:14:34	02:17:04				03:22:43
			VPD	SANTOS,DANIEL	S2			02:26:20				03:22:43
20200407463												
	RPT	04/03/2020	06:23:09	LASO EAST LA								
		211R		S ATLANTIC BL // DISTRICT BL, VERNON								
			VPD	NEWTON,TODD	*26E	06:25:44	06:25:44	06:34:23				07:04:34
			VPD	CERDA,EUGENIO	31E		06:40:40				06:42:25	
20200407469												
	RPT	04/03/2020	10:11:41	SEWING COLLECTION								
	NCE	MR60		3113 E 26TH, VERNON								
			VPD	CAM,PATRICK	*38E			10:40:52				11:15:24
20200407482												
	RPT	04/03/2020	17:01:19	ROSA VASQUEZ								
		GTAR		S SOTO // VERNON AV, VERNON								
			VPD	LUCAS,JASON	*43W			17:02:45				18:17:27

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

*First Date:* 04/04/2020

*Jurisdiction:* VERNON

*Last Date:* 04/04/2020

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200407516															
	VREC		04/04/2020	21:48:50											
	VS		REC	SAINT CHARLES // VERNON AV, VERNON					Department VPD		OCA Number CR20200571		RMS Juris CA0197300		
				VPD	MADRIGAL,ALFOI	*38E				21:48:50			22:05:42		
				VPD	OURIQUE,CARLO	31W				22:05:41					22:24:07
					MR C TOW	MR C TO	21:50:36	21:50:58		21:59:33					22:24:07

\* Denotes Primary Unit

**VERNON POLICE DEPARTMENT**

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

Jurisdiction:

First Date: **NO CASE NUMBERS ISSUED ON 04/05/2020**  
Last Date:

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

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/06/2020

Jurisdiction: VERNON

Last Date: 04/06/2020

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20200407556												
	RPT		04/06/2020	05:46:37			DAVID					
			902T				E VERNON AV // BOYLE AV, VERNON					
				VPD	ZOZAYA,OSCAR		*41E	05:48:08	05:48:09	05:52:57		06:27:04
				VPD	OURIQUE,CARLO		31			05:54:28		06:27:04
20200407559												
	RPT		04/06/2020	06:20:36			SADAF FOODS					
			487R				2828 S ALAMEDA, VERNON					
				VPD	VALENZUELA,FEI		*26W	06:22:41	06:27:28	06:33:27		06:40:28
20200407580												
	RPT		04/06/2020	14:34:56			NRH GLOBAL					
	1015		459S				3810 S SANTA FE AV, VERNON					
				VPD	FINO,MARCUS		*32E		14:36:32	14:38:55		16:00:36
				VPD	MANNINO,NICHOI		38W		14:37:41	14:39:32		16:29:57
				VPD	VASQUEZ,LUIS		43E		14:36:34	14:41:17		15:58:45
				VPD	REYNA,JOSE S		5D23		14:46:42	14:58:30		16:29:57
				VPD	CROSS,JEREMY		5D30		14:44:55	14:58:35		16:29:57
				VPD	HERNANDEZ,EDV		5D32		14:46:51		14:47:01	
				VPD	ESCOBEDO,ALEX		5D33		14:47:05	14:58:33		16:29:58
				VPD	ONOPA,DANIEL		S7		14:37:34	14:40:24		16:16:30
20200407581												
	RPT		04/06/2020	15:20:17			COMMERCE LOGISTICS					
			484R				6270 S BOYLE AVE, VERNON					
				VPD	FINO,MARCUS		*32E		16:00:47	16:03:30		17:43:29

\* Denotes Primary Unit



# VERNON POLICE DEPARTMENT

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

First Date: **NO CASE NUMBERS ISSUED ON 04/07/2020**

Jurisdiction:

Last Date:

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

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/08/2020

Jurisdiction: VERNON

Last Date: 04/08/2020

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200407702															
	RPT		04/08/2020	21:49:18	ELISIO MANCIAS										
	VI		20002R		3121 FRUITLAND AV, VERNON										
				VPD	ZOZAYA,OSCAR	*31E	21:50:17	21:50:58	21:51:55				22:50:53		
				VPD	CERDA,PAUL,JR	26W			21:53:51						23:27:19
				VPD	DOCHERTY,MICH	40W		22:04:27	22:04:32				23:15:15		
				VPD	VALENZUELA,FEF	41E	21:50:19	21:51:00	21:53:36				22:49:41		
				VPD	CERDA,EUGENIO	43		21:51:03	21:57:22						23:27:19
				VPD	ESTRADA,IGNACI	S3			21:55:06				22:27:49		

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/09/2020

Jurisdiction: VERNON

Last Date: 04/09/2020

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20200407715												
	RPT		04/09/2020	07:07:21			ONSTAR TELEMATICS CALL CENTER					
	CITE		901TR				E DISTRICT BL // LOMA VISTA AV, VERNON			Department VPD	OCA Number CR20200577	RMS Juris CA0197300
				VPD	CAM,PATRICK			*38E		07:12:15	07:21:01	08:12:18
20200407720												
	RPT		04/09/2020	12:14:40			JOSHUA MADRIGAL			Department VPD	OCA Number CR20200578	RMS Juris CA0197300
			902T				S ATLANTIC BL // BANDINI BL, VERNON					
				VPD	CAM,PATRICK			*38E		12:16:10	12:27:37	13:22:22
20200407723												
	VREC		04/09/2020	13:35:59						Department VPD	OCA Number CR20200579	RMS Juris CA0197300
	SOW		REC				S SOTO // 26TH, VERNON					
	ADV											
	NRD											
	RPT											
				VPD	STEVENSON,KEN			*22		13:38:10	13:41:50	15:02:58
				VPD	SWINFORD,PHILL			32W		13:38:12	13:41:52	15:02:58
				VPD	CAM,PATRICK			38E		13:38:23		14:52:33
				VPD	PEREZ,NICK			L2		13:39:23	13:41:54	13:57:36
					USTOW			US TOW	14:31:45	14:33:04	14:50:55	15:02:58
20200407729												
	RPT		04/09/2020	15:59:58			FARMER JOHN			Department VPD	OCA Number CR20200580	RMS Juris CA0197300
			GTAR				2750 SOTO, VERNON					
				VPD	STEVENSON,KEN			*22		16:08:05	16:20:01	16:57:21
20200407735												
	RPT		04/09/2020	17:19:59			T-MOBILE (877) 653-7911			Department VPD	OCA Number CR20200581	RMS Juris CA0197300
			MISPLOCATE				5139 PACIFIC BL, VERNON					
				VPD	STEVENSON,KEN			*22		17:20:47	17:22:08	17:58:13
				VPD	CAM,PATRICK			38E		17:20:48	17:22:13	17:58:13
20200407741												

# VERNON POLICE DEPARTMENT

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

First Date: 04/09/2020

Jurisdiction: VERNON

Last Date: 04/09/2020

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200407741														
	RPT		04/09/2020	19:17:57										
			DPTAST		6720 MIDDLETON, VERNON S/A B									
				VPD	NEWTON,TODD	*32E	19:18:28	19:19:11	19:27:20			19:43:19		
				VPD	CERDA,EUGENIO	40	19:18:29	19:19:13	19:27:21					20:28:38
20200407744														
	REPO		04/09/2020	20:29:06	UNK									
	RPT		REPO		4515 ALCOA AV, VERNON									
				VPD	RECORDS BUREAU	*RECD				20:31:44				20:38:15
20200407747														
	VS		04/09/2020	21:48:59										
	RPT		VCK		2640 E 37TH, VERNON									
				VPD	OURIQUE,CARLO	*31			21:48:59					22:05:33
					MR C TOW	MR C TO	21:51:55	21:51:55	22:01:55					22:05:33

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

*First Date:* 04/10/2020

*Jurisdiction:* VERNON

*Last Date:* 04/10/2020

Call Number	Disp	Ten	Received	Caller								
		Code	Complaint	Address	Unit Time							
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200407766												
	VOID	04/10/2020	13:55:01	NICOLE BURNS								
		20002R		E DOWNEY RD // BANDINI, VERNON								
			VPD	CAM,PATRICK	*38E	13:56:03	13:56:24	14:09:02				15:16:04
									Department VPD	OCA Number CR20200585	RMS Juris CA0197300	
20200407768												
	RPT	04/10/2020	14:52:17	KIMBERLY CORDERO								
		GTAR		S SOTO // VERNON AV, VERNON								
			VPD	STEVENSON,KEN	*22	14:54:40	14:55:37					15:56:51
									Department VPD	OCA Number CR20200586	RMS Juris CA0197300	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

*First Date:* 04/11/2020

*Jurisdiction:* VERNON

*Last Date:* 04/11/2020

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20200407802															
	VS		04/11/2020	03:05:10											
	VREC		REC		GRANDE VISTA AV // WASHINGTON BL, VERN										
				VPD	NEWTON,TODD	*32E				03:05:11				03:46:37	
					USTOW	US TOW	03:06:46	03:07:19	03:17:38					03:46:37	
20200407823															
	VREC		04/11/2020	17:02:19	LAPD NEWTON / US TOW										
			LOCATE		4815 SLAUSON AV, VERNON										

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

		<i>First Date:</i> 04/12/2020											
<i>Jurisdiction:</i> VERNON		<i>Last Date:</i> 04/12/2020											
<i>Call Number</i>	<i>Disp</i>	<i>Ten</i>	<i>Received</i>	<i>Caller</i>									
		<i>Code</i>	<i>Complaint</i>	<i>Address</i>			<i>Unit Time</i>						
			<i>Dep</i>	<i>Officer</i>	<i>Unit</i>	<i>Dispatch</i>	<i>Enroute</i>	<i>OnScene</i>	<i>Depart</i>	<i>Arrive</i>	<i>Remove</i>	<i>Comp</i>	
20200407859													
	RPT		04/12/2020	10:20:33									
		166R	4305 S SANTA FE AV, VERNON					<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>			
			VPD	FINO,MARCUS	*26W	10:22:43		10:26:04				13:43:27	

<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>
VPD	CR20200588	CA0197300

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/13/2020

Jurisdiction: VERNON

Last Date: 04/13/2020

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20200407883														
	RPT	04/13/2020	06:32:54	FJ FOODSERVICE										
		GTAR		3855 S SOTO, VERNON										
			VPD	DOCHERTY,MICH	*40W	06:35:58	06:36:23							
			VPD	MANNINO,NICHOI	26W		06:37:05	06:53:46			06:47:34	08:02:41		
20200407892														
	RPT	04/13/2020	09:29:53	INDIEEV										
		487R		5001 S SOTO, VERNON										
			VPD	MANNINO,NICHOI	*26W	09:32:44	09:32:45	09:32:46			11:52:28			
20200407894														
	RPT	04/13/2020	10:00:53	PJY INTIMO										
		487R		3251 LEONIS BL, VERNON										
			VPD	FINO,MARCUS	*40E	10:02:58	10:03:34	10:28:00			11:57:06			
20200407895														
	RPT	04/13/2020	10:26:15	COLLECTIVE GROUP										
		487R		5301 S SANTA FE AV, VERNON										
			VPD	MANNINO,NICHOI	*26W			11:52:32				12:28:22		
20200407906														
	RPT	04/13/2020	14:53:08	WEST PICO FOODS										
		487R		5201 DOWNEY RD, VERNON										
			VPD	FINO,MARCUS	*40E		14:53:10	14:53:08				16:52:51		
20200407911														
	RPT	04/13/2020	16:59:16	CCM										
		487R		4615 ALCOA AV, VERNON										
			VPD	FINO,MARCUS	*40E	17:01:36	17:01:58	17:09:14				18:29:08		

\* Denotes Primary Unit



***VERNON POLICE DEPARTMENT***  
***Call Log Report Type All Unit Times and Location with OCA's***

***First Date:*** 04/14/2020

***Last Date:*** 04/14/2020

Call Number	Disp	Ten	Received	Caller	Address	Unit Time					
						Dep	Officer	Unit	Dispatch	Enroute	OnScene
20200407943											
	RPT		04/14/2020	11:23:19	MGS						
			FOUND		4963 S SOTO, VERNON						
				VPD	VASQUEZ,LUIS	*40E	11:53:52	11:56:45			12:25:03
20200407958											
	1015		04/14/2020	15:40:45	MODERN PATTERN						
	CITE		602		5610 ALCOA AV, VERNON						
	RPT										
				VPD	VASQUEZ,LUIS	*40E	15:44:05	15:44:41	15:46:55		17:31:33
				VPD	VILLEGAS,RICHA	26W		15:45:17	15:51:27		16:44:22
				VPD	ENCINAS,ANTHOI	41	15:44:06	15:44:42	15:46:56	16:29:05	
20200407961											
	RPT		04/14/2020	16:51:10	NEHEMIAS INTEANO						
			487R		HAMPTON // FRUITLAND AV, VERNON						
				VPD	ENCINAS,ANTHOI	*41	17:23:28	17:23:28	17:25:29	17:34:11	
				VPD	VASQUEZ,LUIS	40E		17:34:20	17:47:22		18:23:48
20200407962											
	RPT		04/14/2020	17:10:04	BIDU INC.						
			487R		2375 E 49TH, VERNON						
				VPD	VASQUEZ,LUIS	*40E	17:31:36	17:31:36		17:34:07	
				VPD	ENCINAS,ANTHOI	41			17:34:16		17:53:08
20200407965											
	RPT		04/14/2020	18:08:12	OWENS BROCKWAY GLASS						
			459VR		2901 FRUITLAND AV, VERNON						
				VPD	VASQUEZ,LUIS	*40E	18:23:51	18:23:52		18:55:52	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/15/2020

Jurisdiction: VERNON

Last Date: 04/15/2020

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200407990														
	ASST		04/15/2020	08:12:14	REED ELECTRIC									
	RPT		911A		5503 S BOYLE AV, VERNON									
				VPD	VASQUEZ,LUIS	*41		08:32:07	08:18:23					09:10:48
				VPD	GENERA,ELISEO	2W45		08:49:23				08:49:27		
20200408003														
	RPT		04/15/2020	17:07:28	ALBERTS ORGANICS									
	CITY		902T		3268 E VERNON AV, VERNON									
				VPD	SWINFORD,PHILL	*43E		17:09:52	17:11:34					17:58:13
				VPD	VASQUEZ,LUIS	41		17:14:08				17:14:11		
20200408004														
	RPT		04/15/2020	17:10:04	T-MOBILE (877) 653-7911									
	VS		ASSISTFD		S SANTA FE AV // 55TH, VERNON									
				VPD	STEVENSON,KEN	*22W		17:13:48	17:16:51					17:48:52
				VPD	VASQUEZ,LUIS	41		17:14:13	17:16:45			17:47:48		
20200408007														
	RPT		04/15/2020	18:40:59	FASHION MUSIC									
			459VR		2808 S SANTA FE AV, VERNON									
				VPD	CERDA,EUGENIO	*43			19:03:57					21:26:10

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/16/2020

Jurisdiction: VERNON

Last Date: 04/16/2020

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200408017												
	RPT		04/16/2020	03:04:44								
		594R		5525 S SOTO, VERNON								
			VPD	SANTOS,DANIEL	*S2			03:04:44			05:06:44	
			VPD	VALENZUELA,FEF	40E	03:07:24		04:21:08				05:08:26
			VPD	CERDA,PAUL,JR	41W	03:07:27		04:21:10				05:08:26
20200408022												
	RPT		04/16/2020	06:55:54								
		594R		3211 E 44TH, VERNON								
			VPD	REDONA,BRYAN	*26E			07:41:58				08:06:36
20200408038												
	RPT		04/16/2020	13:22:59	ICON PRODUCTIONS							
		594R		5981 MALBURG WY, VERNON								
			VPD	REDONA,BRYAN	*26E	13:31:19		13:32:49				14:13:20
20200408042												
	RPT		04/16/2020	14:53:55	CITY OF VERNON							
		A487R		4305 S SANTA FE AV, VERNON								
			VPD	STEVENSON,KEN	*22W	14:53:55						16:07:20
20200408045												
	RPT		04/16/2020	15:57:34	STERLING RUBY STUDIO							
	1015	594R		4900 S SOTO, VERNON								
			VPD	SWINFORD,PHILL	*32	16:01:07		16:02:20			16:30:26	
			VPD	STEVENSON,KEN	22W	16:07:23		16:11:08			17:02:15	
			VPD	REDONA,BRYAN	26E	16:06:36		16:10:07			17:02:24	
			VPD	PEREZ,NICK	L2	16:24:41		16:14:42			17:02:18	
20200408046												
	RPT		04/16/2020	16:22:44	HOFFY							
	VI	20002R		2731 S SOTO, VERNON								
	CITY											

# VERNON POLICE DEPARTMENT

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

*First Date:* 04/16/2020

*Jurisdiction:* VERNON

*Last Date:* 04/16/2020

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint		Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200408046															
	RPT		04/16/2020	16:22:44		HOFFY									
	VI		20002R			2731 S SOTO, VERNON									
	CITY														
					VPD	PEREZ,NICK				*L2				16:24:38	
					VPD	STEVENSON,KEN				22W				16:42:40	
					VPD	SWINFORD,PHILL				32			16:30:28	16:32:14	17:02:17 17:43:18

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/17/2020

Jurisdiction: VERNON

Last Date: 04/17/2020

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200408063														
	VS		04/17/2020	03:29:27										
	RPT		VCK		2120 E 25TH, VERNON					Department VPD	OCA Number CR20200609	RMS Juris CA0197300		
	CITE													
				VPD	CERDA,EUGENIO	*43				03:29:27				04:25:31
					USTOW	US TOW	03:33:51	03:34:40	03:42:53					04:25:32
20200408068														
	RPT		04/17/2020	07:11:09	NATHAN ANTHONY FURNITURE									
			GTAR		4940 E DISTRICT BL, VERNON					Department VPD	OCA Number CR20200610	RMS Juris CA0197300		
				VPD	REDONA,BRYAN	*26E	07:13:03	07:13:40	08:04:05				08:41:37	
20200408069														
	RPT		04/17/2020	08:04:57	RODULFO									
			GTAR		5200 S SANTA FE AV, VERNON					Department VPD	OCA Number CR20200611	RMS Juris CA0197300		
				VPD		*32W	08:07:12	08:17:42	08:44:13					09:45:24
20200408070														
	1098		04/17/2020	08:18:37	26 CALIFORNIA BAZAR									
	RPT		484R		2845 E 26TH, VERNON					Department VPD	OCA Number CR20200615	RMS Juris CA0197300		
				VPD		*44	08:19:40		08:20:24				16:14:04	09:28:28
20200408071														
	RPT		04/17/2020	09:22:45	SANTIAGO MARTINEZ									
			902T		S SANTA FE AV // VERNON AV, VERNON					Department VPD	OCA Number CR20200612	RMS Juris CA0197300		
				VPD		*44				09:28:32			10:16:42	
				VPD	CAM,PATRICK	32W				09:46:55				10:21:03
20200408073														
	RPT		04/17/2020	11:02:14	VR TRUCKING									
			GTAR		4320 MAYWOOD AV, VERNON					Department VPD	OCA Number CR20200613	RMS Juris CA0197300		
				VPD		*44	11:05:15	11:05:50	11:43:35				11:06:04	11:55:40
				VPD	CAM,PATRICK	32W		11:05:59	11:20:02				11:54:06	

# VERNON POLICE DEPARTMENT

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

First Date: 04/17/2020

Jurisdiction: VERNON

Last Date: 04/17/2020

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200408087														
	RPT		04/17/2020	15:19:40	VIKI INTERNATIONAL 3119 BANDINI BL, VERNON									
			487R											
				VPD	REDONA,BRYAN		*26E	15:22:27		15:23:54				15:55:02
20200408091														
	RPT		04/17/2020	18:15:26	LA AIR LINE 3844 S SANTA FE AV, VERNON									
			459R											
				VPD	CAM,PATRICK		*32W	18:17:44	18:27:27	18:27:28			19:05:57	
				VPD	CERDA,EUGENIO		41E			18:50:56				20:13:38
20200408094														
	VREC		04/17/2020	20:01:13										
	RPT		REC		SEVILLE AV // 45TH, VERNON									
	VS													
				VPD	NEWTON,TODD		*32W			20:01:13				20:38:36
					MR C TOW		MR C TO	20:08:59	20:09:00	20:26:47				20:38:36

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/18/2020

Jurisdiction: VERNON

Last Date: 04/18/2020

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200408125														
	VREC		04/18/2020	11:26:21										
			REC		2630 55TH, VERNON									
				VPD	HERRERA,GUSTAF	*S6				11:26:21			13:19:07	
				VPD	REDONA,BRYAN	26W	11:26:23	11:26:24		11:31:02				13:52:32
20200408142														
	VS		04/18/2020	20:55:15										
			VCK		E 52D // ALAMEDA, VERNON									
				VPD	OURIQUE,CARLO	*41W								
										20:55:16				21:26:10

\* Denotes Primary Unit

***VERNON POLICE DEPARTMENT***  
***Call Log Report Type All Unit Times and Location with OCA's***

***First Date:*** 04/19/2020

***Last Date:*** 04/19/2020

Call Number	Disp	Ten Code	Received Complaint	Caller Address	Unit Time							
					Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive
20200408153												
	VREC		04/19/2020	00:23:23								
	VS		REC		52ND // PACIFIC, VERNON							
				VPD	OURIQUE,CARLO	*41W						
								00:23:23				01:00:19
20200408154												
	VREC		04/19/2020	01:29:22								
			LOCATE		N FIGUEROA ST // AMABEL ST, LOS ANGELES							
				VPD	RECORDS BURE/	*RECD			01:36:07			02:15:11
20200408173												
	RPT		04/19/2020	10:58:50								
			GTAR		CALIFORNIA STYLE DYNAMICS							
					2345 E 38TH ST, VERNON							
				VPD	ENCINAS,ANTHOI	*32W	11:27:46					11:28:23
				VPD	FINO,MARCUS	26E		11:28:35	11:34:14			12:32:07
20200408200												
	VI		04/19/2020	20:57:01								
	CITE		TRAFFIC STOP		2950 LEONIS BL, VERNON							
				VPD	OURIQUE,CARLO	*41				20:57:01		21:36:29
20200408202												
	VREC		04/19/2020	21:52:53								
			LOCATE		LANKERSHIM BL // UNIVERSAL HOLLYWOOD I							
				VPD	RECORDS BURE/	*RECD				22:04:39		22:20:56

\* Denotes Primary Unit



# VERNON POLICE DEPARTMENT

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

First Date: 04/20/2020

Jurisdiction: VERNON

Last Date: 04/20/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20200408213												
	VREC		04/20/2020	05:40:19		JACK IN THE BOX						
		REC				2296 GRIFFIN WAY, CORONA						
				VPD	RECORDS BUREAU	*RECD				05:43:09		06:05:51
20200408227												
	RPT		04/20/2020	09:53:44		MIA TRADING AMERICAN USED CLOTHING						
		459R				2034 E 48TH, VERNON						
				VPD	MANNINO,NICHOL	*41W	09:57:10			10:14:00		11:41:00
20200408231												
	RPT		04/20/2020	11:00:59		STACY MEDICAL						
		459VR				4580 PACIFIC BL, VERNON						
				VPD	FINO,MARCUS	*26E	11:05:26	11:05:29		11:10:33		13:06:57
20200408234												
	RPT		04/20/2020	13:22:07		PEREZ SEWING						
		487R				5111 HAMPTON, VERNON						
				VPD	MANNINO,NICHOL	*41W				13:32:56		14:24:39
20200408236												
	RPT		04/20/2020	15:20:03								
		487R				4615 ALCOA AV, VERNON						
				VPD	FINO,MARCUS	*26E				15:20:03		16:44:47
20200408241												
	RPT		04/20/2020	17:46:32		CLEMENTES EMBROIDERY						
		GTA				2415 E 37TH, VERNON						
				VPD	VILLEGAS,RICHARD	*44	17:48:08	17:48:09	17:55:38		18:07:51	
				VPD	FINO,MARCUS	26E			17:50:53		18:00:13	
				VPD	MANNINO,NICHOL	41W			17:55:43		18:10:21	18:59:00
20200408248												

# VERNON POLICE DEPARTMENT

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

First Date: 04/20/2020

Jurisdiction: VERNON

Last Date: 04/20/2020

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200408248															
	RPT		04/20/2020	21:38:14	CLEMENTES EMBROIDERY										
	FI		925		2415 E 37TH, VERNON										
				VPD	CERDA,PAUL,JR	*26W	21:40:55	21:41:02	21:47:07						22:54:24
				VPD	MADRIGAL,ALFOI	20		21:40:58	21:47:02						22:54:24
				VPD	VALENZUELA,FEI	43E		21:47:10	21:50:53				22:18:12		
				VPD	ESTRADA,IGNACI	S3			21:47:04				22:28:52		
20200408249															
	RPT		04/20/2020	21:49:35	SPRINT 800-877-7330 OPT 1										
	VREC		GTAR		4600 BANDINI BL, VERNON										
				VPD	VALENZUELA,FEI	*43E			22:20:59						02:56:50
				VPD	MADRIGAL,ALFOI	20		23:33:04	23:37:51				01:32:30		
				VPD	CERDA,PAUL,JR	26W		23:33:06	23:41:34				00:39:39		
				VPD	ESTRADA,IGNACI	S3		22:28:55	22:30:32				01:32:35		

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/21/2020

Jurisdiction: VERNON

Last Date: 04/21/2020

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200408254												
	1015		04/21/2020	01:56:12								
		10-96C			4305 S SANTA FE AV, VERNON							
			VPD	ESTRADA,IGNACI	*S3			01:56:12				02:10:54
20200408282												
	RPT		04/21/2020	11:37:34	MILLENIUM PRODUCTS							
		PLATE			4646 HAMPTON, VERNON							
			VPD	ENCINAS,ANTHOI	*44	11:40:32				11:41:01		
			VPD	VASQUEZ,LUIS	41W	11:40:59	11:48:16					12:06:32
20200408288												
	RPT		04/21/2020	12:56:03								
	PREC		REC PLATE		PACIFIC BL // SANTA FE AV, VERNON							
			VPD	ENCINAS,ANTHOI	*44			12:58:15				13:35:18
			VPD	VASQUEZ,LUIS	41W			12:58:19				13:35:18
			VPD	ONOPA,DANIEL	S7			13:00:43		13:04:29		
20200408290												
	RPT		04/21/2020	14:04:36								
		653M			4305 S SANTA FE AV, VERNON							
			VPD	ENCINAS,ANTHOI	*44	14:04:36	16:27:48			14:33:59		18:12:24
20200408292												
	RPT		04/21/2020	14:22:12	ELIZABETH LOPEZ							
	1015		925		3361 FRUITLAND AV, VERNON							
	CITE											
			VPD	MANNINO,NICHOI	*32E	14:23:38	14:28:06					16:09:57
			VPD	VASQUEZ,LUIS	41W	14:24:02	14:26:47			15:13:04		
			VPD	ENCINAS,ANTHOI	44	14:34:05				14:58:12		
			VPD	ONOPA,DANIEL	S7		14:35:30			15:13:06		
20200408294												

# VERNON POLICE DEPARTMENT

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

First Date: 04/21/2020

Jurisdiction: VERNON

Last Date: 04/21/2020

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200408294															
	RPT		04/21/2020	15:08:12	BAILEY 44										
			459R		4700 S BOYLE AV, VERNON										
				VPD	ENCINAS,ANTHOI	*44					15:14:53				16:07:48
20200408308															
	RPT		04/21/2020	22:00:10											
	OR		902T		E SLAUSON AV // BOYLE AV, VERNON										
				VPD	CERDA,PAUL,JR	*26				22:00:10				22:45:43	
				VPD	ZOZAYA,OSCAR	43E			22:00:21	22:09:36					23:29:11

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/22/2020

Jurisdiction: VERNON

Last Date: 04/22/2020

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20200408325												
	RPT	04/22/2020	10:37:25	ABC TRADING								
		487R		2100 E 25TH, VERNON								
			VPD	SWINFORD,PHILL		*43W		10:44:34		10:48:49		11:30:19
20200408330												
	RPT	04/22/2020	13:11:32	COMMERCE LOGISTICS								
		459R		6270 S BOYLE AVE, VERNON								
			VPD	VASQUEZ,LUIS		*41E		13:26:13		13:28:59		14:15:05
20200408332												
	RPT	04/22/2020	13:34:54	EDIBERTO								
		211R		E 49TH // CORONA AV, VERNON								
			VPD	ENCINAS,ANTHOI		*44		13:36:34		13:39:14		14:29:38
			VPD	SWINFORD,PHILL		43W		13:51:02		13:58:59		14:09:56
20200408337												
	RPT	04/22/2020	15:04:15	WILLIAMS WAREHOUSE								
		GTAR		1925 E VERNON AV, VERNON								
			VPD	SWINFORD,PHILL		*43W		15:16:37		15:20:49		16:00:00
20200408338												
	RPT	04/22/2020	15:43:28	CONSOLIDATED DISPOSAL								
		459R		4133 BANDINI BL, VERNON								
			VPD	ENCINAS,ANTHOI		*44		15:47:30		15:51:56		16:37:03
20200408346												
	RPT	04/22/2020	18:49:47	T-MOBILE (877) 653-7911								
		211		S ATLANTIC BL // DISTRICT BL, VERNON								
			VPD	VASQUEZ,LUIS		*41E	18:52:01	18:52:15		18:59:04		19:41:52
			VPD			40		18:54:18		18:59:10		20:21:36
			VPD	DOCHERTY,MICH		43W				19:12:02		20:21:36
			VPD	ENCINAS,ANTHOI		44	18:52:03	18:52:38		18:52:17		19:01:31
			VPD	SANTOS,DANIEL		S2		18:58:13		19:01:53		20:21:37

# VERNON POLICE DEPARTMENT

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

First Date: 04/23/2020

Jurisdiction: VERNON

Last Date: 04/23/2020

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200408367														
	RPT		04/23/2020	07:06:24	VERIZON WIRELESS 1-800-451-5242									
			902T		5071 EVERETT AV, VERNON									
				VPD			*26E		07:09:16	07:16:58				08:08:33
20200408383														
	RPT		04/23/2020	12:04:45	SOVERIEGN CODE									
			314		3232 E WASHINGTON BL, VERNON									
				VPD	CAM,PATRICK		*26E		12:08:11	12:13:34				15:02:48
				VPD	SWINFORD,PHILL		32		12:12:32	12:18:12			12:56:12	
20200408384														
	RPT		04/23/2020	12:40:14										
	VREC		GTAR		2833 LEONIS BL, VERNON S/A 115									
				VPD	STEVENSON,KEN		*31W		12:43:33	12:55:13				13:40:54
20200408409														
	RPT		04/23/2020	22:57:44										
	VI		UNATTACHEDTR		4575 E DISTRICT BL, VERNON									
				VPD	CERDA,EUGENIO		*40			22:57:44				00:19:05
					USTOW		US TOW	23:01:00	23:01:01	23:38:18				00:19:05

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/24/2020

Jurisdiction: VERNON

Last Date: 04/24/2020

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20200408414														
	VS	04/24/2020	01:21:55											
	RPT	VCK	E DISTRICT BL // GIFFORD AV, VERNON						Department VPD	OCA Number CR20200646	RMS Juris CA0197300			
			VPD	CERDA,EUGENIO	*40			01:21:55					01:55:15	
				MR C TOW	MR C TO	01:23:23	01:23:24	01:36:09					01:55:16	
20200408431														
	RPT	04/24/2020	06:58:11	EB BRADLEY										
		484R	5602 BICKETT, VERNON						Department VPD	OCA Number CR20200647	RMS Juris CA0197300			
			VPD	CAM,PATRICK	*38E	07:01:11	07:01:15	08:12:01					09:18:29	
20200408433														
	RPT	04/24/2020	08:17:30	EDGAR										
		GTAR	4420 SEVILLE, VERNON						Department VPD	OCA Number CR20200648	RMS Juris CA0197300			
			VPD	REDONA,BRYAN	*26W	08:19:29	08:19:54	08:24:10					09:30:43	
20200408435														
	RPT	04/24/2020	09:42:40	ALEXANDER										
		902T	S DISTRICT BL // ATLANTIC BL, VERNON						Department VPD	OCA Number CR20200649	RMS Juris CA0197300			
			VPD	CAM,PATRICK	*38E	09:44:02	09:44:07	09:58:42					11:04:32	
			VPD	STEVENSON,KEN	31			10:03:34	10:38:55					
20200408444														
	RPT	04/24/2020	15:09:08	FARMER JOHN										
		GTAR	3049 E VERNON AV, VERNON						Department VPD	OCA Number CR20200650	RMS Juris CA0197300			
			VPD	CAM,PATRICK	*38E	15:11:38	15:12:39		15:12:45					
			VPD	STEVENSON,KEN	31		15:12:43		15:51:00					
20200408449														
	RPT	04/24/2020	17:48:33	T-MOBILE (877) 653-7911										
		901T	S SOTO // FRUITLAND AV, VERNON						Department VPD	OCA Number CR20200651	RMS Juris CA0197300			
			VPD	CAM,PATRICK	*38E	17:48:56	17:49:11	17:51:16					18:20:54	
			VPD	REDONA,BRYAN	26W			17:53:03					18:20:54	
			VPD	STEVENSON,KEN	31		17:49:16	17:53:01	18:04:27					

# VERNON POLICE DEPARTMENT

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

First Date: 04/25/2020

Jurisdiction: VERNON

Last Date: 04/25/2020

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200408471												
	RPT	04/25/2020	01:55:39	CRYSTAL ART GALLERY								
	VREC	GTAR		4950 S SANTA FE AV, VERNON								
			VPD	NEWTON,TODD	*32W	01:59:22	01:59:23	02:01:49			04:41:37	
			VPD	CERDA,EUGENIO	41E		03:37:12	02:13:31			04:19:27	
			VPD	LANDA,RAFAEL	43		02:05:06	02:08:43			04:19:28	
			VPD	MARTINEZ,GABRI	S5			04:46:58			04:47:00	
20200408482												
	RPT	04/25/2020	06:12:47	ROSE AND SHORE								
		GTAR		5151 ALCOA AV, VERNON								
			VPD	CERDA,EUGENIO	*41E	06:15:10	06:15:35				07:02:51	
20200408503												
	RPT	04/25/2020	12:50:57	URIEL MILIAN								
		20001R		ALAMEDA // MLK, LOS ANGELES								
			VPD	LUCAS,JASON	*40W	13:00:16	13:00:18	13:15:54			13:46:50	
20200408512												
	1015	04/25/2020	18:16:43									
	RPT	242		5500 S SANTA FE AV, VERNON								
			VPD	LUCAS,JASON	*40W	18:17:30	18:19:35	18:23:05				19:32:38
			VPD	REDONA,BRYAN	26	18:17:31	18:19:37	18:23:02			19:10:23	
			VPD	MANNINO,NICHOI	32E		18:50:11	18:54:43				19:52:32
			VPD	FINO,MARCUS	38E		18:23:08	18:23:03			19:00:42	
			VPD	OURIQUE,CARLO	41W			19:40:59				19:52:33
			VPD	NEWTON,TODD	43		19:41:08	19:43:07				19:52:33
20200408518												
	RPT	04/25/2020	19:52:35	NANI SOCCER								
		PEDCK		5500 S SANTA FE AV, VERNON								
			VPD	OURIQUE,CARLO	*41W			19:52:35				20:49:13
			VPD	MADRIGAL,ALFOI	32E			20:07:00			20:19:09	
			VPD	NEWTON,TODD	43			20:07:02			20:19:10	



# VERNON POLICE DEPARTMENT

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

First Date: 04/26/2020

Jurisdiction: VERNON

Last Date: 04/26/2020

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address										
					Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200408553														
	RPT		04/26/2020	06:47:43	SOLOMON									
		901TR			DOWNEY RD // VERNON AV, VERNON									
			VPD			*26E	06:49:41	06:49:54	06:49:54	07:00:51				08:17:35
			VPD	MANNINO,NICHOL		31W		07:03:11	07:03:11	07:18:30			07:54:13	
20200408571														
	VS		04/26/2020	22:44:43										
		VCK			E 45TH // SEVILLE AV, VERNON									
			VPD	OURIQUE,CARLO		*41				22:44:44				23:16:06

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/27/2020

Jurisdiction: VERNON

Last Date: 04/27/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time						
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart
20200408576														
	VREC		04/27/2020	00:22:24		VALLEY INN								
			LOCATE			13010 VALLEY BL, LA PUENTE								
				VPD	RECORDS BUREAU		*RECD			00:23:47				00:40:40
20200408594														
	VREC		04/27/2020	06:43:48		CHP SFE SPRINGS								
			LOCATE			TELEGRAPH // 605 FRWY, VERNON								
				VPD	RECORDS BUREAU		*RECD			06:47:45				07:00:12
20200408600														
	RPT		04/27/2020	07:42:38		T-MOBILE (877) 653-7911								
	OR		901T			3737 S SOTO, VERNON								
				VPD	VASQUEZ,LUIS		*41W	07:43:52	07:45:47				08:11:28	
				VPD	VILLEGAS,RICHARD		40E	07:44:24	07:48:07					08:15:20
				VPD	ENCINAS,ANTHONY		43		08:01:48				08:11:22	
20200408606														
	RPT		04/27/2020	11:14:02		NATURAL STAR								
			487R			2226 E 52D, VERNON								
				VPD	VASQUEZ,LUIS		*41W	11:17:11						11:56:45
20200408619														
	RPT		04/27/2020	14:44:04		T-MOBILE (877) 653-7911								
			GTAR			3317 E 50TH, VERNON								
				VPD	VASQUEZ,LUIS		*41W	14:47:15	14:51:38				15:55:18	
20200408626														
	RPT		04/27/2020	16:40:31		COMMERCE LOGISTICS								
			459R			6270 S BOYLE AVE, VERNON								
				VPD	ENCINAS,ANTHONY		*43	16:44:27	16:52:31				17:41:59	
				VPD	FINO,MARCUS		32		17:00:40					18:21:42
				VPD	MADRIGAL,ALFONSO		32E	16:47:32	16:55:34				17:00:42	
				VPD	VASQUEZ,LUIS		41W	16:44:47	16:50:04				17:45:58	

# VERNON POLICE DEPARTMENT

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

First Date: 04/27/2020

Jurisdiction: VERNON

Last Date: 04/27/2020

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20200408626															
	RPT		04/27/2020	16:40:31	COMMERCE LOGISTICS										
			459R		6270 S BOYLE AVE, VERNON										
				VPD	REYNA,JOSE S		5D23		17:11:40		17:23:06			18:15:44	
				VPD	ONOPA,DANIEL		S7		17:01:49		17:11:33			17:42:04	
20200408627															
	RPT		04/27/2020	17:38:53	VIVA USA										
			459R		2250 E 52D, VERNON										
				VPD	ENCINAS,ANTHOI		*43		17:44:30					17:45:59	
				VPD	VASQUEZ,LUIS		41W		17:45:58		17:59:56				18:52:10

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/28/2020

Jurisdiction: VERNON

Last Date: 04/28/2020

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20200408640												
	RPT		04/28/2020	02:11:16			CAMINO REAL					
			GTAR				2727 E VERNON AV, VERNON			Department VPD	OCA Number CR20200664	RMS Juris CA0197300
				VPD		CERDA,PAUL,JR	*26W	02:17:32	02:17:37	02:22:06		03:28:50
20200408642												
	RPT		04/28/2020	05:22:44			SHALOM AND SONS					
			484R				3090 E 50TH, VERNON			Department VPD	OCA Number CR20200665	RMS Juris CA0197300
				VPD		VALENZUELA,FEI	*40E	05:24:27	05:24:37	05:27:51		06:08:25
20200408649												
	RPT		04/28/2020	09:03:35			DC WHOLESale					
			GTAR				3111 BANDINI BL, VERNON			Department VPD	OCA Number CR20200666	RMS Juris CA0197300
				VPD		VASQUEZ,LUIS	*41E	09:04:53	09:05:09			09:49:44
				VPD		SWINFORD,PHILL	43		09:11:45	09:11:49		09:49:44
20200408654												
	ASST		04/28/2020	11:11:31			STAR CUTTING					
	RPT		459VR				5008 S BOYLE AV, VERNON			Department VPD	OCA Number CR20200668	RMS Juris CA0197300
				VPD		VASQUEZ,LUIS	*41E		12:48:24			12:50:15
				VPD		SWINFORD,PHILL	43			13:03:40		14:48:54
20200408659												
	RPT		04/28/2020	12:40:09			T-MOBILE (877) 653-7911					
			415				S SANTA FE AV // VERNON AV, VERNON			Department VPD	OCA Number CR20200667	RMS Juris CA0197300
				VPD		ENCINAS,ANTHOI	*44W			12:41:51		14:38:18
				VPD		SWINFORD,PHILL	43			12:47:35		13:03:38
				VPD		CROSS,JEREMY	5D30			12:42:14		12:46:34
				VPD		ESCOBEDO,ALEX	5D33			12:42:14		13:03:45
				VPD		MIRANDA,ANTHO	C1			12:46:40		12:46:44
				VPD		GRAY,BRANDON	L1			12:46:43		12:46:46

# VERNON POLICE DEPARTMENT

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

First Date: 04/28/2020

Jurisdiction: VERNON

Last Date: 04/28/2020

Call Number	Disp	Ten	Received	Caller		Unit Time							
		Code	Complaint	Address		Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20200408666													
	RPT		04/28/2020	15:16:23	SHOSHO FASHION								
	PATM		459R		3155 LEONIS BL, VERNON								
				VPD	SWINFORD,PHILL	*43	15:18:35	15:19:05	15:24:34				16:06:27
20200408670													
	RPT		04/28/2020	16:41:45	DASH 4								
			484R		2750 S ALAMEDA, VERNON								
				VPD	ENCINAS,ANTHOI	*44W	16:42:54	16:44:05	17:11:22				17:28:15

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/29/2020

Jurisdiction: VERNON

Last Date: 04/29/2020

Call Number	Disp	Ten	Received	Caller		Unit Time									
				Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove
20200408696															
	VREC		04/29/2020	00:33:16	HADDICKS TOW										
			LOCATE		1842 VOLANOS, ROLAND HGTS										
				VPD	RECORDS BUREAU	*RECD				00:37:15					00:52:13
20200408700															
	RPT		04/29/2020	05:52:56	JESSIE										
	VS		917A		ATLANTIC BL//DISTRICT, VERNON										
				VPD	ZOZAYA, OSCAR	*38E	05:54:49	05:54:50		06:13:16				06:22:55	
20200408702															
	RPT		04/29/2020	06:31:17	RK SOUTHERN										
			484R		2619 S SANTA FE AV, VERNON										
				VPD	DOCHERTY, MICH	*32W	06:34:42	06:35:10		06:39:16				07:12:01	
20200408742															
	1015		04/29/2020	22:02:21											
	RPT		PEDCK		E 26TH // SOTO, VERNON										
				VPD	CERDA, EUGENIO	*40				22:02:21					22:48:25
				VPD	ESTRADA, IGNACI	S3		22:09:44						22:37:18	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 04/30/2020

Jurisdiction: VERNON

Last Date: 04/30/2020

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20200408752												
	VS		04/30/2020	02:57:22								
	RPT		VCK			E 46TH // SAINT CHARLES, VERNON				Department VPD	OCA Number CR20200674	RMS Juris CA0197300
				VPD	CERDA,EUGENIO	*40		02:57:22				03:39:30
					USTOW	US TOW	03:00:12	03:00:15				03:39:30
20200408773												
	RPT		04/30/2020	10:08:41		FARMER JOHN				Department VPD	OCA Number CR20200675	RMS Juris CA0197300
			GTAR			3883 S SOTO, VERNON						
				VPD	SWINFORD,PHILL	*43		10:15:26	10:17:04			10:50:41
				VPD	CAM,PATRICK	26W			10:17:21			10:50:40
20200408774												
	RPT		04/30/2020	10:37:28		GLOBAL TRUSS				Department VPD	OCA Number CR20200676	RMS Juris CA0197300
			487R			4295 CHARTER AV, VERNON						
				VPD	STEVENSON,KEN	*41E		10:39:28	10:44:30			11:12:40
20200408788												
	VREC		04/30/2020	18:11:53		TITAN TOW						
			LOCATE			7440 4TH PL, DOWNEY						
20200408797												
	RPT		04/30/2020	20:42:09		EXPERT BRANDS				Department VPD	OCA Number CR20200678	RMS Juris CA0197300
			459			3101 E 26TH, VERNON						
				VPD	DOCHERTY,MICH	*43	20:44:18	20:45:06	20:49:30		21:32:14	
				VPD	CERDA,EUGENIO	40E		20:49:09	20:50:44			00:16:22
				VPD	OURIQUE,CARLO	41W	20:44:20	20:45:09	20:49:28		23:37:32	
				VPD	ONOPA,DANIEL	S7		21:40:09	21:04:11		23:50:49	
20200408798												
	RPT		04/30/2020	21:29:59		AMPM				Department VPD	OCA Number CR20200677	RMS Juris CA0197300
			A211			3031 E VERNON AV, VERNON						
				VPD	DOCHERTY,MICH	*43		21:32:15	21:36:22		22:53:58	23:50:03

***VERNON POLICE DEPARTMENT***  
***Call Log Report Type All Unit Times and Location with OCA's***

***First Date:*** 04/30/2020

***Last Date:*** 04/30/2020

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time					
								Dep	Officer	Unit	Dispatch	Enroute	OnScene
20200408798													
	RPT		04/30/2020	21:29:59		AMPM							
			A211			3031 E VERNON AV, VERNON			Department VPD	OCA Number CR20200677	RMS Juris CA0197300		
				VPD	ONOPA,DANIEL		S7	21:35:04	21:38:30		21:40:00		
20200408799													
	RPT		04/30/2020	22:17:39		HAMPTON & CLARK			Department VPD	OCA Number CR20200680	RMS Juris CA0197300		
			487			3259 E 46TH, VERNON							
				VPD	DOCHERTY,MICH		*43	23:39:38	22:34:29		23:40:46		
20200408800													
	RPT		04/30/2020	22:24:38		FARMER JOHN			Department VPD	OCA Number CR20200679	RMS Juris CA0197300		
			GTAR			3049 E VERNON AV, VERNON							
				VPD	OURIQUE,CARLO		*41W		23:37:32		00:12:11		



# City Council Agenda Item Report

Agenda Item No. COV-195-2020

Submitted by: Joaquin Leon

Submitting Department: Finance/Treasury

Meeting Date: June 16, 2020

## **SUBJECT**

Annual Statement of Investment Policy for Fiscal Year 2020-2021

## **Recommendation:**

Adopt Resolution No. 2020-21 approving the Annual Statement of Investment Policy for Fiscal Year 2020-2021 and delegating investment authority to the Director of Finance/City Treasurer.

## **Background:**

The Annual Statement of Investment Policy sets forth the course of action necessary to guide the decision-making of the City Council, City Treasurer, and those authorized to make investment decisions in the administration of the City's investment portfolio. The existing policy is in compliance with the California Government Code and is a restatement of relevant sections applying to investment activities. The policy is designed to ensure that the administration of surplus funds is performed in accordance with the "prudent investor standard" pursuant to California Government Code Section 53600.3. As such, capital preservation is of paramount importance and thus no speculative activities are entered into.

The City made no changes to the Annual Investment Policy previously submitted and approved by City Council on July 2, 2019. The City's Annual Investment Policy conforms with California Law and is to be adhered to and attested by the Independent Certified Public Accounting firm that performs the certified annual audit of the financial statements.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

1. [Resolution No. 2020-21 Investment Policy](#)

## RESOLUTION NO. 2020-21

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON ADOPTING AN ANNUAL STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2020-2021 AND DELEGATING INVESTMENT AUTHORITY TO THE DIRECTOR OF FINANCE/CITY TREASURER

#### SECTION 1. Recitals.

- A. Pursuant to California Government Code Section 53646(a)(2), the City Treasurer may annually render to the City Council an Annual Statement of Investment Policy which the City Council shall consider at a public meeting.
- B. Pursuant to Resolution No. 2019-20, the City Council approved the Annual Statement of Investment Policy for Fiscal Year 2019-2020, which delegated investment authority to the City Treasurer, and granted the City Treasurer express authority, as limited by Section 5.1 of the Policy, to make investments of City funds in securities with a term, or term remaining to maturity at the time of investment, in excess of five years, as part of an investment program.
- C. The City has continued to follow the Annual Statement of Investment Policy approved by Resolution No. 2019-20, and staff has proposed no substantive changes to the Annual Statement of Investment Policy for Fiscal Year 2020-2021.
- D. The City Council desires to reaffirm the investment policy currently in use, and approve the Annual Statement of Investment Policy for Fiscal Year 2020-2021.

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 City Council hereby adopts the Annual Statement of Investment Policy (Investment Policy), for fiscal year 2020-2021, a copy of which is attached hereto as Exhibit A.

SECTION 4. The City Council hereby delegates to the Director of Finance/City Treasurer, or to his authorized designee, the authority to implement the Investment Policy and select the instruments for the City's investment portfolio in accordance with the Investment Policy.

SECTION 5. The City Council hereby grants, as part of the City's investment program, to the Director of Finance/City Treasurer, and to his authorized designee, express authority, as limited by Section 5.1 of the Policy, to invest in securities with a

term, or term remaining to maturity, at the time of investment, in excess of five years, and, consistent with Government Code 53601, this authority shall become effective no less than three months from the effective date of this Resolution.

SECTION 6. If any section or part of this Resolution is found to be unenforceable by operation of law, the remaining sections or parts of this Resolution shall be in full force and effect.

SECTION 7. This Resolution shall become effective immediately.

SECTION 8. 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 16<sup>th</sup> day of June, 2020.

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LETICIA LOPEZ, Mayor

ATTEST:

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LISA POPE, City Clerk  
(seal)

APPROVED AS TO FORM:

---

ARNOLD M. ALVAREZ-GLASMAN,  
Interim City Attorney

# **CITY OF VERNON**



## **ANNUAL STATEMENT OF INVESTMENT POLICY**

Scott A. Williams  
Director of Finance/City Treasurer

June 16, 2020

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## **0.0 PREFACE**

This Annual Statement of Investment Policy (the "Investment Policy") sets forth the course of action necessary to guide the decision-making of the City Council, and to the extent authorized under Section 4.0 hereof, City Treasurer and all persons authorized to make investment decisions on behalf of the City of Vernon (the "City") in the administration of the City's investment portfolio.

While some portions of this Investment Policy are a restatement of the laws of the State of California (the "State"), it is viewed that these restatements are integral to the purpose and flow of this Investment Policy. In most instances the use of future tense throughout this Investment Policy is intended to mean a continued practice or a practice which shall be continued.

The following statements are intended to ensure the achievement of the purpose, the goals and objectives in an orderly and accurate manner. However, there is no guarantee that problems, errors or losses will not arise in the course of administering the investment of idle or surplus funds.

Among the obstacles and deterrents in achieving the goals and objectives of the portfolio are: unforeseen national or international events or crises, deviation of actual cash flow from forecasted cash flow, unforeseen demands on cash flow, policies made with regard to investment in local depositories, errors in data or advice used to make decisions, as well as any other unanticipated event that may have an effect on local, national or international financial markets, economies or politics which in turn has a decided effect upon the portfolio.

This Investment Policy is designed to achieve, keeping in mind the obstacles and deterrents in pursuing portfolio goals and objective, the safety of the principal of all City funds, consistent with limited risk and prudent investment practices.

## **1.0 SCOPE**

This Investment Policy governs the deposit, safekeeping and investment of the funds of the Treasury, as well as all related transactions and investment activities. The investment of bond proceeds and amounts held under indentures and other security agreements with respect to bonds as provided in Section 6.12 will be governed by the provisions of the relevant bond documents.

## **2.0 PURPOSE**

The purpose of the Investment Policy is to facilitate accomplishment of the goals and objectives of the Treasurer with regard to the investment of surplus funds (funds not required for the immediate needs of the City), to provide a framework within which to carry out the business of administering and investing the surplus funds of the Treasury, and to improve communications at all levels between those involved and those interested in the process of investing and administering the surplus funds of the Treasury.

### **3.0 OBJECTIVE**

#### **3.1 Legal Compliance**

All investments shall be made in accordance with this Investment Policy, California Government Code Section 53600 et seq., and any forthcoming amendments or additions to the California Government Code in relation to the investment of local agency surplus funds.

#### **3.2 Prudence**

The administration of surplus funds of the City Treasurer, as a fiduciary trustee, shall be performed in accordance with the prudent investor standard pursuant to California Government Code Section 53600.3.

The City Treasurer and the City Council of the City, including the Finance Committee, and all persons authorized to make investment decisions on behalf of the City are "trustees" and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee of the City shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and satisfy the liquidity needs of the City. Within the limitations of this Investment Policy and Section 53600.3 of the California Government Code and considering individual investments as part to an overall strategy, the City Treasurer and all persons authorized to make investment decisions on behalf of the City are authorized to acquire investments as authorized by law.

As prudence shall be applied in the context of portfolio management, investment officers and their advisors, acting in accordance with written procedures and exercising due diligence, shall report deviations from expectation in an individual security's performance to the Treasurer in a timely fashion evaluate and appropriate action to be taken to control adverse developments.

#### **3.3 Investment Criteria Goals**

The Treasurer's primary goals for the investment of surplus funds (in the City's Treasury or monies in a sinking fund) are, in order of priority pursuant to California Government Code Section 53600.5:

- 3.3.1 **Safety** -- Safety of capital shall mean the safeguarding of capital through the selection of investments and investing procedures to best protect against loss, whether arising from various investment risks (such as interest rate risk, market risk, counterparty risk, etc.) or from default, fraud, or error.
- 3.3.2 **Liquidity** -- The City's portfolio shall be invested so as to always have the ability to convert sufficient securities in the portfolio to cash, with little or no loss in value, to cover cash flow needs of the City to meet contingency needs.

- 3.3.3 Yield -- Yield refers to earning a reasonable rate of return and shall take into consideration current market conditions, the present phase of the market cycle, both present and future cash flow needs, and the other primary goals of Safety and Liquidity.

### **3.4 Performance Measurement**

The investment portfolio will be managed in accordance with the parameters specified within this Investment Policy. The methods of measuring investment performance and performance benchmarks shall be articulated in the internal policies of the City Treasurer's Department.

### **3.5 Maintenance of Public Trust**

As the Treasurer has been entrusted with the safekeeping of public monies received from all sources, the Treasurer, in managing the investment portfolio, shall exercise a high degree of professionalism to ensure and sustain public confidence, remembering that both the investment instruments and the methods of transacting investment business are subject to public review and scrutiny.

## **4.0 DELEGATION OF AUTHORITY**

The management responsibility for the City's investment program is hereby delegated to the City Treasurer in accordance with California Government Code Section 53607. Pursuant to California Government Code Sections 53601, the City Treasurer shall be responsible for the investment of the City's funds (including the purchase, sale, or exchange of securities), the monitoring and reviewing of all investments for consistency under this Investment Policy, and the establishment of a system of controls to regulate the activities of subordinate officials.

The Treasurer shall have the responsibility to execute investment transactions on a day to day basis. When circumstances warrant, the responsibility to execute investment transactions may be delegated to the Deputy City Treasurer or to the City Treasurer's authorized designee. However, each and every transaction must be approved by the City Treasurer.

Any persons authorized to make investment decisions on behalf of the City, shall be subject to daily oversight and monitoring by the City Treasurer or the Treasurer's Office in order to insure full and complete compliance with this Investment Policy and the Government Code of the State of California, relating to the deposit and investment of funds and local agency finances.

NO PERSON MAY ENGAGE IN AN INVESTMENT TRANSACTION EXCEPT AS PROVIDED UNDER THE LIMITS OF THIS POLICY.



## **5.0 INVESTMENT PROGRAM**

### **5.1 Investment in Long Term Securities**

The City Treasurer and the authorized designees of the City Treasurer shall actively manage the City's portfolio of investments in order to take advantage of changing economic conditions and to insure that the liquidity needs of the City are satisfied. As part of the City's investment program, the City Treasurer has the express authority to make investments in securities that have a term, or a term remaining to maturity, at the time of investment, in excess of five years, as long as such investments, taken in the aggregate in relation to the City's entire investment portfolio, do not adversely impact the ability to satisfy the liquidity needs of the City and its funds and enterprises.

Notwithstanding anything contained in this Investment Policy to the contrary, it is the policy of the City to limit the investment of money in the Electric Fund, including operating, reserve and surplus funds, in an amount up to one hundred million dollars (\$100,000,000), to investments otherwise permitted for such Fund under this Investment Policy which mature no later than five years from the time of such investment.

### **5.2 Active Portfolio Management**

The City Treasurer has the express authority to sell, as he deems prudent, any securities in the City's portfolio of investments prior to the maturity date of the particular security. The City Treasurer has the express authority to invest in, as he deems prudent, any security authorized by this Investment Policy with the objective of selling that same security prior to its maturity date. The City Treasurer's authority to buy and sell securities for investment on behalf of the City includes the authorization to buy and sell the same security on the same trading day.

## **6.0 INSTRUMENTS AUTHORIZED FOR INVESTMENT**

The City, having money in a sinking fund of, or surplus money in, its treasury not required for the immediate needs of the City may invest any portion of the money that it deems wise or expedient in those investments set forth below. If the City purchases or obtains any securities prescribed in this Section 6.0, in a negotiable, bearer, registered, or nonregistered format, the City shall require delivery of the securities to the City, including those purchased for the City by financial advisors, consultants, or managers using the City's funds, by book entry, physical delivery, or by third party custodial agreement. The transfer of securities to the Counterparty bank's customer book entry account may be used for book entry delivery. For purposes of this Section 6.0, "Counterparty" means the other party to the transaction. A Counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the City.

Investments may be made in any security authorized by this Section 6, and by Section 53601 of the California Government Code, that has at the time of investment, a term, or a term remaining to maturity, in excess of five years, as long as such investment comports with the policies and objectives of this Investment Policy and the provisions of the California Government Code.

### **6.1 Bonds Issued by the City**

Bonds issued by the City, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the City or by a department, board, agency, or authority of the City.

### **6.2 United States Treasury Bonds**

United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

### **6.3 Bonds of the State of California**

Registered State warrants or treasury notes or bonds of the State, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.

### **6.4 Bonds of State of California Local Agencies**

Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

### **6.5 Obligations Issued by Federal Agency or United States Government - Sponsored Enterprises**

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, issued by, or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

### **6.6 Bills of Exchange**

Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances may not exceed 180 days maturity or 40 percent of the City's surplus money that may be invested pursuant to this Section 6. However, no more than 30 percent of the City's money may be invested in the bankers' acceptances of any one commercial bank pursuant to this Investment Policy.

### **6.7 Commercial Paper**

Commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, Inc. ("Moody's"), or the Standard & Poor's Corporation ("S&P") or Fitch Financial Services, Inc. ("Fitch"). The corporation that issues the commercial paper shall be organized and operating within the United States, shall have total assets in excess of five hundred million dollars (\$500,000,000) and shall issue debt, other than

commercial paper, if any, that is rated "A" or higher by Moody's, S&P or Fitch. Eligible commercial paper shall have a maximum maturity of 270 days or less. The City may invest no more than 25% of its money in eligible commercial paper. The City may purchase no more than 10 percent of the outstanding commercial paper of any single corporate issue.

## **6.8 Negotiable Certificates of Deposit**

Negotiable certificates of deposit issued by a nationally or state-chartered bank, savings association or a federal association (as defined by Section 5102 of the California Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30 percent of the City's money which may be invested pursuant to this Investment Policy. For purposes of this Section 6.8, negotiable certificates of deposit do not come within Article 2 of the California Government Code (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of California Government Code Section 53638 concerning maximum deposits. The City Council of the City and the City Treasurer or other official of the City having legal custody of the money are prohibited from investing City funds, or funds in the custody of the City, in negotiable certificates of deposit issued by a state or federal credit union if a member of the City Council of the City, or any person with investment decision making authority in the City Administrator's Office, Budget-Auditor's Office, Treasurer's Office or Finance Department of the City, also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

## **6.9 Repurchase, Reverse Repurchase and Securities Lending Agreements**

- 6.9.1 Investments in repurchase agreements or reverse repurchase agreements or securities lending agreements of any securities authorized by this Section 6, as long as the agreements are subject to this Section 6.9, including, the delivery requirements specified in this Section 6.9.
- 6.9.2 Investments in repurchase agreements may be made, on any investment authorized in Section 6, when the term of the agreement does not exceed one year. The market value of securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.
- 6.9.3 Reverse repurchase agreements or securities lending agreements may be utilized only when all of the following conditions are met:
  - 6.9.3.1 The security to be sold on reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the City for a minimum of 30 days prior to sale.

6.9.3.2 The total of all reverse repurchase agreements and securities lending agreements on investments owned by the City does not exceed 20 percent of the base value of the portfolio.

6.9.3.3 The agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

6.9.3.4 Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty by way of a reverse repurchase agreement or securities lending agreement, shall not be used to purchase another security with a maturity longer than the maturity of the reverse repurchase agreement or securities lending agreement.

6.9.4 Investments in reverse repurchase agreements, securities lending agreements or similar investments in which the City sells securities prior to purchase with a simultaneous agreement to repurchase the security, may only be made upon prior approval of the City Council of the City and shall only be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state-chartered bank that has or has had a significant banking relationship with the City.

6.9.4.1 For purposes of this Section 6.9, "significant banking relationship" means any of the following activities of a bank:

6.9.4.1.1 Involvement in the creation, sale, purchase, or retirement of the City's bonds, warrants, notes, or other evidence of indebtedness.

6.9.4.1.2 Financing of the City's activities.

6.9.4.1.3 Acceptance of the City's securities or funds as deposits.

## 6.9.5 Definitions

### 6.9.5.1 Repurchase Agreement

Repurchase Agreement means a purchase of securities by the City pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the City by book entry, physical delivery, or by third party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery.

#### **6.9.5.2 Securities**

Securities mean securities of the same issuer, description, issue date, and maturity.

#### **6.9.5.3 Reverse Repurchase Agreement**

Reverse Repurchase Agreement means a sale of securities by the City pursuant to an agreement by which the City will repurchase the securities on or before a specified date and includes other comparable agreements.

#### **6.9.5.4 Securities Lending Agreement**

Securities Lending Agreement means an agreement under which the City agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the City. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the City in return for the collateral.

#### **6.9.5.5 Base Value**

Base Value of the City's pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements or other similar borrowing methods.

#### **6.9.5.6 Spread**

Spread means the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.

### **6.10 Medium-Term Notes**

Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this Section 6.10 shall be rated "A" or better by a nationally recognized rating service. Purchases of medium-term notes shall not include other instruments authorized by Section 6 and may not exceed 30 percent of the City's surplus money which may be invested.

## **6.11 Diversified Management Company Shares**

- 6.11.1 Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by Sections 6.1 to 6.10, inclusive, or Sections 6.13 or 6.14 and that comply with the investment restrictions of Article 1 (commencing with Section 53600 of the California Government Code) and Article 2 (commencing with Section 53630 of the California Government Code). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement may be 100 percent of the sales price if the securities are marked to market daily.
- 6.11.2 Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.).
- 6.11.3 If investment is in shares issued pursuant to Section 6.11.1, the company shall have met either of the following criteria:
- 6.11.3.1 Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or
  - 6.11.3.2 Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by Sections 6.1 to 6.10, inclusive, or Sections 6.13 or 6.14 and with assets under management in excess of five hundred million dollars (\$500,000,000).
- 6.11.4 If investment is in shares issued pursuant to Section 6.11.2, the company shall have met either of the following criteria:
- 6.11.4.1 Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or
  - 6.11.4.2 Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

- 6.11.5 The purchase price of shares of beneficial interest purchased pursuant to this Section 6.11 shall not include any commission that the companies may charge and shall not exceed 20 percent of the City's surplus money that may be invested pursuant to this Section 6. However, no more than 10 percent of the City's surplus funds may be invested in shares of beneficial interest of any one mutual fund pursuant to Section 6.11.1.

## **6.12 Moneys Pledged to Payment or Security of Bonds of the City**

Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of the City, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the City providing for the issuance.

## **6.13 Bonds Secured by Government Code Section 53651 Eligible Securities**

Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by Section 53651 of the California Government Code as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 of the California Government Code for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank which is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.

## **6.14 Mortgage Pass-Through Security**

Any Mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond, in each case, of a maximum of five years maturity. Securities eligible for investment under this Section 6.14 shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by a nationally recognized rating service and rated in a rating category of "AA" or its equivalent or better by a nationally recognized rating service. Purchase of securities authorized by this Section 6.14 may not exceed 20 percent of the City's surplus money that may be invested pursuant to Section 6.

## **7.0 DESIGNATED ENTITIES FROM WHOM THE CITY MAY PURCHASE AUTHORIZED INVESTMENTS**

The purchase by the City of any investment authorized pursuant to California Government Code Sections 53601 or 53601.1, not purchased directly from the issuer, shall be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the California

Corporations Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the California Financial Code) or from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank.

## **8.0 PROHIBITED INVESTMENTS**

**8.1** The City shall not invest any funds pursuant to this Investment Policy or pursuant to California Government Code, Article 2, Deposit of Funds (commencing with Section 53630) in inverse floats, range notes, or mortgage-derived, interest-only strips.

**8.2** The City shall not invest any funds pursuant to this Investment Policy or pursuant to California Government Code, Article 2, Deposit of Funds (commencing with Section 53630) in any security that could result in zero interest accrual if held to maturity. However, the City may hold prohibited instruments currently owned by the City until their maturity dates. The limitation in this Section 8.2 shall not apply to City investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, and following) that are authorized for investment pursuant to Section 6.11.

**8.3** The City is prohibited under this policy from engaging in speculative activities typical to many organizations orientated toward profit maximization. Taking risks in order to arbitrage market opportunities, or risks unrelated to the City's normal business activities is prohibited. These include investments in derivatives such as contracts-options, swaps, and futures/forward contracts without a clear, identifiable, justifiable, and effective hedgeable item.

**8.4** Prior to entering into an allowable hedgeable transaction, such as a swap agreement, the City shall review legal documentation subject to the transaction to understand the terms of the transaction, the risks taken on by the parties, and the remedies available to them. These documents may include, among others, the ISDA Master Agreement, Schedule, Confirmation and Credit Support Annex. Such documentation will be retained to support the basis of the decision.

## **9.0 ALLOWABLE HEDGABLE TRANSACTIONS**

**9.1** Interest rate swap contract in conjunction with debt issuances shall be reviewed as part of the City's overall financial position considering both the potential benefits and potential risks. Prior to submitting a swap agreement for City Council's approval, the potential benefits and potential benefits are to be analyzed. The results of the analysis shall be provided to City Council at the time of approval.

**9.2** Potential benefits: Accessing the swap market increases the array of options available to the City for hedging risk. Using swaps, can in some circumstances, reduce costs or improve cash flows, thereby increasing resources available for debt service, other public purposes, and contributing to the City's overall mission. The City shall consider the following benefit factors when determining the applicability as part of different strategies:



- 9.2.1 Reducing borrowing costs,** by using floating-to-fixed rate swaps combined with variable rate bonds to achieve costs lower than those available with fixed-rate bonds, or by using fixed-to-floating rate swaps to create synthetic floating rate debt and achieve lower costs without external liquidity or remarketing support.
- 9.2.2 Improving cash flows,** by using basis swaps where the City expects the payments received from the counterparty to be greater, over time, than the payments made to the counterparty.
- 9.2.3 Locking in current rates** for future transactions, through forward-starting swaps or swaptions.
- 9.2.4 Matching assets and liabilities,** by using a swap contract so that fixed-rate debt is matched with fixed-rate assets and floating-rate debt is matched with floating-rate assets.
- 9.2.5** The City shall take into account the potential benefits of swap transactions in conjunction with debt issuances by recognizing that in the proper circumstances they can have a positive effect on the City's financial position.

**9.3 Potential Risks:** Interest rate swaps involve certain risks that shall be considered when doing an analysis. Prior to submitting a swap agreement to City Council for approval, the potential risk factors will be examined and analyzed. They will be presented as part of the overall staff report in order to provide a full perspective of both the risks and benefits. There are five potential risk factors that encompass ten different separate elements:

**9.3.1 Risk Factor No. 1: Cash flows and/or net revenues**

- 9.3.1.1 Basis Risk:** The risk that variable rate payments received will be less than variable rate payments they were designed to offset, because the variable rate payments received and the variable rate payments owed are based on different indexes, and the ratio between those indexes changes over time.
- 9.3.1.2 Tax Risk:** The risk that the City's costs will raise because federal income tax rates fall, or because the tax exemption for municipal debt is eliminated or is modified in a way that reduces its value.
- 9.3.1.3 Yield Curve Risk:** The risk is that the City's cash flow will be adversely affected because the slope of the yield curve is not as the City anticipated when entering into the swap. This is an aspect of basis risk that may affect the termination value for swaps contacts.
- 9.3.1.4 Amortization Mismatch:** The risk that the notional amount of the swap and the outstanding principal amount of the debt intended to be hedged will no longer be equal. Such mismatch may be a feature of the transaction at its inception or may be caused by subsequent events, such as redemption of bonds before maturity or termination of the swap before bond maturity.

### **9.3.2 Risk Factor No. 2: Balance Sheet**

**9.3.2.1 Termination Risk:** The risk that the City will be required to make a payment based on the market value of the swap in connection with an unforeseen termination of the swap, at a time when the market value is negative to the issuer.

**9.3.2.2 Collateral Posting Risk:** The risk that the City will be required to post collateral, upon a downgrade of its credit rating or other trigger event a time when the market value is negative.

### **9.3.3 Risk Factor No. 3: Counterparty Risk**

**9.3.3.1** The risk that the counterparty will no longer perform its obligations under the contract, or that the counterparty's credit quality will decline to the point where there is uncertainty about its ability to perform.

### **9.3.4 Risk Factor No. 4: Future Financial Management**

**9.3.4.1 Market Access Risk:** The risk that the City will be unable to obtain derivatives contracts when needed in the future on reasonably favorable terms, including new derivatives upon early or scheduled termination of existing hedges ("Rollover Risk").

**9.3.4.2 Loss of Flexibility:** The risk that a swap contract will limit the issuer's debt management options in the future due to an inability to modify or terminate the swap without cost.

### **9.3.5 Risk Factor No. 5: Management Complexity**

**9.3.5.1** The risk that certain swap contracts may add a level of complexity to financial management that will require ongoing commitment of additional resources. The utilization of a financial advisory firm to assist or review transactions prior to entering into an arrangement may be required.

## **10.0 STATEMENTS OF INVESTMENT ACTIVITIES**

### **10.1 Annual Statement of Investment Policy**

The City Treasurer shall annually render to the City Council and the Finance Committee of the City a statement of investment policy, which the City shall consider at a public meeting. Any changes in the investment policy shall also be considered by the City Council of the City at a public meeting.

### **10.2 Quarterly Report of Investments**

The City Treasurer shall render a quarterly report to the Finance Committee of the City and City Council. The quarterly report shall be so submitted within 30 days following the end of the quarter covered by the report. This report shall include the type of investment, issuer, date of maturity par and dollar amount invested on all securities, investments and moneys held by the City and shall additionally include a description of any of the City's funds, investments, or programs that are

under the management of contracted parties, including lending programs. With respect to all securities held by the City and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation.

For local agency investments that have been placed in the State of California Local Agency Investment Fund, in National Credit Union Share Insurance Fund-insured accounts in a credit union, in accounts insured or guaranteed pursuant to Section 14858 of the California Financial Code, or in Federal Deposit Insurance Corporation-insured accounts in a bank or savings and loan association, in a California County investment pool, or any combination of these, the City Treasurer and the Treasurer's Department may supply to the City Council and Finance Committee the most recent statements received by the City from these institutions.

The quarterly report shall state compliance of the portfolio to this Investment Policy, or the manner in which the portfolio is not in compliance. The quarterly report shall include a statement denoting the ability of the City to meet its budgeted expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available. In the quarterly report, a subsidiary ledger of investments may be used in accordance with accepted accounting practices.

### **10.3 Monthly Investment Transaction Report**

The authority of the City Council to invest or to reinvest funds of the City, or to sell or exchange securities so purchased has been delegated for a one-year period by the City Council to the City Treasurer, who shall thereafter assume full responsibility for those transactions and shall make a timely monthly report of those transactions to the City Council.

## **11.0 CONFLICT OF INTEREST**

No City employee shall, outside of regular working hours, engage in any professions, trade, business or occupation which is incompatible or involves a conflict of interest with his/her duties as a City Officer or employee.

## **12.0 PUBLIC INQUIRY**

The City Treasurer's portfolio and related transactions are a matter of public record. Any member of the public may receive a copy of the portfolio or this Investment Policy by requesting a copy at the Treasurer's Office. The Treasurer may charge a fee for the copy, as allowed by law.

## **13.0 ANALYSIS OF PROSPECTIVE INVESTMENTS**

Due to the complexity of the various investment instruments available and uncertainty of market conditions the Treasurer may seek professional advice in making investment decisions in order to optimize investment selections.

## **14.0 SAFEKEEPING**

As required by California Government Code Section 53601 all investment instruments in a negotiable, bearer, registered, or nonregistered format, shall be delivered to the City's custodial bank by using book entry or physical delivery. The "delivery vs. payment" purchase procedure shall be used.

The City's custodial bank for safekeeping of the bonds, notes, bills, debentures, obligations, certificates of indebtedness, warrants, or other evidences of indebtedness in which the money of the City is invested pursuant to this policy shall be one of the following: (a) a federal or state association (as defined by Section 5102 of the Financial Code), (b) a trust company or a state or national bank located within California, (c) the Federal Reserve Bank of San Francisco or any branch thereof within California, (d) any Federal Reserve Bank, or (e) with any state or national bank located in any city designated as a reserve city by the Board of Governors of the Federal Reserve System.

## **15.0 BROKER/DEALER AND DEPOSITORY INSTITUTION RELATIONSHIPS**

### **15.1 Approved List of Broker/Dealer Institutions**

Subject to Section 7.0, the City Treasurer shall approve and maintain a list of broker/dealers and depository institutions authorized to provide investment and other services to the City. All investments must be made with institutions that have been approved by the City Treasurer prior to investing.

### **15.2 Broker/Dealer Commissions and Fees Chargeable to the City**

All broker/dealers who transact with the City and buy and sell securities on the City's behalf shall earn a commission or charge a fee not to exceed an amount deemed prudent and reasonable by the Financial Industry Regulatory Authority ("FINRA") and what is customary in the industry for the types of securities being purchased by the City.

### **15.3 Deposit and Investment of Funds of the City**

All depository institutions that do business with the City shall be in compliance with the requirements of Article 2, commencing with Section 53630, of the Government Code of the State of California, concerning the deposit of funds, including the overall creditworthiness and credit ratings requirements of the sections of that Article.

# City Council Agenda Item Report

Agenda Item No. COV-209-2020  
Submitted by: Angela Kimmey  
Submitting Department: Public Utilities  
Meeting Date: June 16, 2020

## **SUBJECT**

Services Agreements for Natural Gas Support Services

## **Recommendation:**

Approve and authorize the City Administrator to execute Service Agreements for Natural Gas Support Services for a grand total amount not-to-exceed \$610,000 over the three-year term of the agreements, effective July 1, 2020 with:

- 1) NewGen Strategies & Solutions (NewGen) for Natural Gas Financial and Business Support Services, in an amount not-to-exceed \$210,000 over a three-year term of the agreement; and
- 2) G2 Integrated Solutions (G2-IS) for Natural Gas Compliance Support Services, in an amount not-to-exceed \$400,000 over a three-year term of the agreement

## **Background:**

On January 13, 2020, City staff issued the Request for Proposals (RFP) for Natural Gas Support Services for the Vernon Public Utilities Department (VPU), pursuant to Vernon Municipal Code Section 2.17.14 requirements. The RFP identified three specific Service Areas: Financial Support; Business Development; and Regulatory Compliance Support. The City received a total of seven (7) timely proposals from qualified firms including NewGen Strategies & Solutions (NewGen), Interstate Gas Services, Inc. (IGS), G2 Integrated Solutions (G2-IS), RCP, Sustainable Energy Ventures, TW King Analytics, and C&M Regulatory Pipeline Consultants.

Three panels of City staff were assembled based on their subject matter expertise, and collaborated to select the most suitable firm to perform services in each of the three service areas listed in the RFP. After thorough review, NewGen scored the highest for both Financial Support and Business Development Services and G2-IS scored highest in Regulatory Compliance Support. NewGen and G2-IS were found to be highly specialized in the gas industry and were qualified in the performance of the required work. These two firms scored the highest in the evaluation process in their respective areas of expertise and were selected as the successful respondents.

As a small gas utility with only four employees, Vernon maximizes the operational efficiency of its gas system by using full-time employees to handle daily operating requirements, while using outside expertise for other requirements that are periodic or otherwise specialized. This strategy maintains efficiencies, keeps internal costs competitive, and ensures the proper expertise and experience is available and applied when needed. The scope of the RFP covers many items that may be requested of NewGen and G2-IS. Proposals are designed such that the scope of work provided can be flexible based on Vernon's current and future needs.

The City of Vernon has been a provider of natural gas since 2005. The services of NewGen are needed to perform a cost of service study, develop a plan to grow the City's gas enterprise beyond its current 118 customers, and support the fiscally-sound delivery of natural gas services. NewGen has addressed the City's needs by providing a proposal to assume tasks related to natural gas operational support

services and has agreed to the scope of services detailed by the City in the published RFP. Tasks will include: financial forecasting, cost of service study, rate making, income/expense monitoring, support for wholesale gas transactions and agreements, business and strategic planning.

The pipeline industry is under heightened scrutiny by regulators, the media and the public. In 2018, the Pipeline Hazardous Materials Safety Administration (PHMSA) outsourced the California Pipeline Safety Audits to the California Public Utilities Commission (CPUC). As a result, VPU has been notified to expect to be audited 3-4 times a year. This represents a dramatic increase, as PHMSA audits were previously conducted every 2-3 years. The CPUC audits are performed by a team of technical experts, as opposed to PHMSA audits that were performed by a single inspector. Several factors necessitate the need for a significant increase in compliance services, including increased audit scrutiny, the need to develop and implement feedback received from PHMSA inspectors in 2019, and compliance with impactful new regulations.

G2-IS will provide compliance support for the development and implementation of new compliance programs, implementation of Compliance Management Software, development of processes and procedures to implement new programs and necessary mitigations to ensure compliance with pipeline safety regulations and preparation and support for a full audit of PHMSA regulations that will be conducted by the California Public Utilities Commission in 2020.

In light of NewGen and G2-IS providing the highest responding scores in the RFP evaluation process, it is recommended that Council approve the award of two contracts for three (3) year terms for a total amount not-to-exceed \$610,000. The proposed Services Agreements have been approved as to form by the City Attorney's office.

**Fiscal Impact:**

The cost to retain these services is as follows: 1) NewGen Strategies & Solutions (NewGen) as the primary provider for Natural Gas Financial and Business Support Services, not-to-exceed \$210,000 over a three-year term of the agreement. 2) G2 Integrated Solutions (G2-IS) for Natural Gas Compliance Support Services, not-to-exceed \$400,000 over a three-year term of the agreement.

The proposed "not-to-exceed" amount will be \$610,000 over a three-year term. The first year of the agreements have been incorporated in the approved VPU budget for fiscal year 2020-2021, and subsequent years will be budgeted accordingly.

**Attachments:**

1. [Services Agreement with NewGen Strategies & Solutions](#)
2. [Services Agreement with G2 Integrated Solutions](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND NEWGEN  
STRATEGIES AND SOLUTIONS, LLC FOR NATURAL GAS FINANCIAL SUPPORT  
AND BUSINESS DEVELOPMENT SERVICES

COVER PAGE

Contractor:	NewGen Strategies and Solutions, LLC
Responsible Principal of Contractor:	Tony Georgis, Managing Director, Energy Practice
Notice Information - Contractor:	NewGen Strategies and Solutions, LLC 225 Union Blvd., Suite 305 Lakewood, CO 80228 Attention: Tony Georgis, Managing Director
Energy Practice	Phone: 720-633-9496 Facsimile: 720-633-9535
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Abraham Alemu, Utilities General Manager Telephone: (323) 583-8811 ext. 834 Facsimile: (323) 826-1408
Commencement Date:	July 1, 2020
Termination Date:	June 30, 2023
Consideration:	Total not to exceed \$210,000.00 (includes all applicable sales tax); and more particularly described in Exhibit C
Records Retention Period:	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND NEWGEN STRATEGIES AND SOLUTIONS, LLC FOR NATURAL GAS FINANCIAL SUPPORT AND BUSINESS DEVELOPMENT SERVICES

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

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on June 16, 2020.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Request for Proposals issued on or about January 13, 2020, Exhibit "A", and Contractor's proposal to the City ("Proposal") dated February 17, 2020, Exhibit "B", both of which are attached to and incorporated into this Contract, by reference.

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

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

3.0 PERSONNEL.

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

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

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



#### 4.0 TERM.

The term of this Contract shall commence on July 1, 2020, and it shall continue until June 30, 2023, unless terminated at an earlier date pursuant to the provisions thereof.

#### 5.0 COMPENSATION AND FEES.

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

5.2 Contractor's grand total compensation for the entire term of this Contract, shall not exceed \$210,000.00 without the prior authorization of the City, as appropriate, and written amendment of this Contract.

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

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

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

5.4.2 Approved reproduction charges.

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

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

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

## 6.0 PAYMENT.

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

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

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

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

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

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

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

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

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

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

coverage.

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

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

iii. General Liability with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Contractor's performance of this Contract.

- (1) If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.
- (2) Contractor agrees to subrogate General Liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under

the performance of the services.

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

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

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

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

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

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

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

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

#### 11.0 GENERAL TERMS AND CONDITIONS.

##### 11.1 INDEPENDENT CONTRACTOR.

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

11.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

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

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

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

11.5 RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City, regarding any services rendered under this

Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

11.8 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties from their obligations or otherwise constitute a novation.

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



11.10 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11.11 INTERPRETATION.

11.11.1 Applicable Law. This Contract shall be deemed a contract and shall be governed by and construed in accordance with the laws of the State of California. Contractor agrees that the State and Federal courts which sit in the State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

11.11.2 Entire Agreement. This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).

11.11.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

11.11.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

11.11.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise

incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

11.11.6 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

11.11.7 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.12 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term, and provision hereof.

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon  
Public Utilities Department  
Attention: Abraham Alemu, General Manager  
4305 Santa Fe Avenue  
Vernon, CA 90058

If to the Contractor:

NewGen Strategies and Solutions, LLC  
Attention: Tony Georgis, Managing Director, Energy Practice  
225 Union Blvd., Suite 305  
Lakewood, CO 80228

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt, or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

11.16 NO THIRD PARTY RIGHTS. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right or remedy in, under, or to this Agreement.

11.17 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such

notice, which date shall be no sooner than ten (10) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby. Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Contract as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Contract. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force Majeure default, then the city may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

11.19 TERMINATION FOR CAUSE. Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance. If this Agreement is terminated as provided herein, City may require, at no additional cost to City, that Contractor provide all finished or unfinished documents, data, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

11.19.1 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11.20 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals, and overhead.

11.21 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer, or employee of the Contractor is a director, officer, or employee of the City of Vernon, or a member of any of its boards, commissions, or committees, except to the extent permitted by law.

11.22 HEADINGS. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

11.23 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code

as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 LIVING WAGES Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "D". Upon the City's request, certified payroll records shall promptly be provided to the City

11.25 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "E".

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Commencement Date stated on the cover page.

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

NewGen Strategies and Solutions, LLC, a  
Colorado limited liability company

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

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

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

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

ATTEST:

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

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

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

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

APPROVED AS TO FORM:

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

EXHIBIT A  
REQUEST FOR PROPOSALS



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

**Natural Gas Financial and Compliance  
Support Services**



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

## **1. INTRODUCTION AND PROJECT**

The City of Vernon is requesting proposals for Natural Gas Financial, Operational, and Compliance Services to conduct various specialized support activities beyond the daily operations of the gas system.

The City reserves the right to award contracts to multiple contractors as a result of this Request for Proposals (RFP). Alternatively, the City may select one contractors for the entirety of the requested services, however, no more than one contractor will be selected for each distinct Service Area listed below in Section 4. Selection will be based on demonstrated competence in each subject area, and a cost-effective approach to design, conduct, and assist with the specific items defined in this RFP.

## **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. The City Council annually appoints a Mayor and a Mayor Pro Tem from its own membership to serve one-year terms.

**Labor Force:** Vernon has approximately 280 employees, and its departments include a Fire Department, Police Department, Finance Department, Public Works Department, Public Utilities Department and Health and Environmental Control Department. Present bargaining units recognized include the Vernon Police Officers Benefit Association, Vernon Police Management Association, Vernon Firemen’s Association, the Vernon Fire Management Association, International Brotherhood of Electrical Workers Local 47, and Teamsters Local 911.

## **3. OVERALL SERVICE**

As a smaller gas utility, Vernon maximizes the operational efficiency of its gas system by using full-time employees to handle daily operating requirements, while using outside expertise for other requirements that are periodic or otherwise specialized. In this way, Vernon is able to leverage experience from the outside without having to hire full-time specialists that would not be fully utilized. The scope below covers many items that may be requested of the successful proposer. Proposals should be designed such that the scope of work provided can be flexible based on Vernon’s needs. The successful contractor will work with various personnel from the City: Field staff, the Natural Gas Superintendent, Compliance Administrator, the Engineering and Operations Managers, and occasionally the General Manager, City Administrator, and City Council.

## **Gas System Overview**

The City of Vernon Public Utilities (VPU) obtains its natural gas from various sources. The gas is odorized and delivered to Vernon by the Southern California Gas Company (SoCalGas). Vernon serves natural gas to approximately 115 commercial and industrial customers and has the infrastructure to serve approximately 900 customers within the City's service area. Gas is delivered to the City at two receiving stations. Vernon's transmission system became operational in 2005, and is a designated high-consequence area. It is comprised of 7 miles of 10-inch steel main. Vernon's distribution system became operational in 2006. It consists of approximately 44 miles of 6-inch Polyethylene (PE) pipe.

#### **4. SCOPE OF SERVICES REQUIRED**

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

##### **SERVICE AREA 1: Financial Services**

- A. Gas Tariff, Rates, and Comparison Analysis
  - 1. Recommend gas rate changes and other changes to Vernon gas tariff
  - 2. Prepare tariff documents for legal and council approval
  - 3. Prepare customer transportation and commodity agreements for execution, as required
- B. Gas Accounting and Income/Expense Monitoring
  - 1. Monitor Gas Enterprise income and expenses compared to budget
  - 2. Support preparation of annual gas enterprise budget
  - 3. Provide monthly commodity price for retail customers
- C. Natural Gas Marketers and SoCalGas
  - 1. Resolve technical issues with gas marketers and SoCalGas
  - 2. Monitor SoCalGas tariff for changes affecting Vernon
  - 3. Liaison to Resource Management regarding gas procurement matters
  - 4. Provide analysis for proposed NAESB gas purchase agreements

##### **SERVICE AREA 2: Business Development Services**

- A. Gas Customer Connections / Ongoing Customer Support
  - 1. Develop a municipal gas strategic plan and marketing plan
  - 2. Support ongoing marketing efforts
  - 3. Maintain updated savings comparison templates
  - 4. Evaluate connection economics
  - 5. Support equipment acquisition

##### **SERVICE AREA 3: Compliance Services**

- A. Pipeline Safety and DOT-PHMSA Compliance (Title 49- Parts 191, 192, and 199 CFR)
  - 1. Support preparation for DOT-PHMSA and/or CPUC audits and inspections
  - 2. Ongoing support for compliance with DOT-PHMSA requirements
  - 3. Streamline transmission and distribution pipeline integrity management programs, including pipeline threat & risk assessments
  - 4. Provide subject matter expertise in the documentation and development of processes, procedures and manuals for smaller utilities
    - a. Support implementation of compliance management software

Respondent may submit a proposal for all or may submit multiple proposals for each individual subset of the identified Service Areas. The Proposals shall clearly identify which subset of the identified Service Areas the Respondent is proposing. Proposals must include a proposed budget for each individual Service Area. Respondents will provide a logical breakdown of site visits and offsite analysis. All deliverables must be provided in both PDF and editable electronic formats. Contractor shall maintain a list of project action items, updated for all meetings.

VPU's gas pipeline system specifications and compliance programs are not included in this RFP due to their confidential nature. Upon contract award, Contractors will be required to execute a Non-Disclosure Agreement to cover all pertinent controlled documents.

## **5. QUALIFICATIONS & CRITERIA**

A. **Qualifications:** The City of Vernon will select one contractor for each Service Area in 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:

1. Primary person handling each Service Area will have at least ten (10) years of natural gas experience related to the scope of services provided herein.
2. Proven success with similar services elsewhere, in particular with small utilities.
3. Four-year college degree or advanced degree in the physical sciences, engineering, or related field (as determined by the city).
4. Service Area 3 respondents must have experience in supporting PHMSA or California Public Utilities Commission (CPUC) gas audits.
5. Service Area 3 respondents shall have completed a minimum of two PHMSA compliance program audits resulting in finding of Satisfactory.

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. 40% Qualifications, background and prior experience of the contractor 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. 30% Cost and fees to the City for handling matters. Cost is not the sole determining factor but will be taken into consideration. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer. If rates differ for different types or levels of service, or for different Service Areas, the Proposer should so state.
3. 10% Responsiveness to the RFP, and quality and responsiveness of the proposal.
4. 20% References including past performance of proposer.

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

Respondents are asked to submit one (1) unbound original, (4) hard copies and one (1) electronic copy (via email to [AKimmey@ci.vernon.ca.us](mailto:AKimmey@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 company 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: "Natural Gas Support Services" and include the name of the primary contact for the respondent.

Deliver the response to:

City of Vernon

Attention: Angela Kimmey, Compliance Administrator

4305 Santa Fe Avenue

Vernon, CA 90058

4. Responses are due on or **before 5:00 p.m. on Monday February 17<sup>th</sup>, 2020**. Late response will not be accepted.
5. If you have any questions about this RFP, related to Service Areas 1 or 2 please contact Todd Dusenberry [TDusenberry@ci.vernon.ca.us](mailto:TDusenberry@ci.vernon.ca.us) (323) 583-8811 ext. 579. For questions related to Service Area 3, please contact Angela Kimmey [AKimmey@ci.vernon.ca.us](mailto:AKimmey@ci.vernon.ca.us) at (323) 583-8811 ext. 876. 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 signed 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:** Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer's most favorable terms and conditions, since selection and award may be made without discussion with any contractor. All prices should reflect "not to exceed" amounts per item. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer.
- 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 contractor 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 signed, "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 a contract 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 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. LIVING WAGE ORDINANCE**

The selected consultant shall pay qualifying employees a wage of not less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits. The consultant shall also provide qualifying employees at least twelve days off per year for sick leave, vacation or personnel necessity, and an additional ten days a year of uncompensated time for sick leave. There shall be a prohibition on an employer retaliation against an employee's complaining to the City with regard to the employer's compliance with the living wage ordinance. Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "D" of the standard form contract, attached hereto as Exhibit B. Upon the City's request, certified payroll records shall promptly be provided to the City.

**11. STANDARD TERMS AND CONDITIONS**

Prior to the award of any work hereunder, City and proposer shall enter into the written contract for services attached hereto as Exhibit B. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the Contract. The term of the Contract shall not exceed three (3) years.

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION



STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

March 2013

EXHIBIT B  
STANDARD FORM CONTRACT

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S  
NAME] FOR [BRIEF DESCRIPTION OF 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] Facsimile: [insert fax number]
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Abraham Alemu Utilities General Manager Telephone: (323) 583-8811 ext. 834 Facsimile: (323) 826-1408
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 C
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S NAME]  
FOR [BRIEF DESCRIPTION OF SERVICES]

This Contract 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 Request for Proposals dated \_\_\_\_\_, Exhibit "A", and Contractor's proposal to the City ("Proposal") dated \_\_\_\_\_, Exhibit "B", both of which are attached to and incorporated into this Contract, by reference.

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

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

3.0 PERSONNEL.

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

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

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

4.0 TERM.

The term of this Contract shall commence on [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 "C" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Contract, shall not exceed [state amount] without the prior authorization of the City, as appropriate, and written amendment of this Contract.

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

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

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

5.4.2 Approved reproduction charges.

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

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

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

## 6.0 PAYMENT.

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

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

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

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

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

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

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

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

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

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

coverage.

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

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

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

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

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

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



the performance of the services.

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

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

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

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

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

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

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

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

#### 11.0 GENERAL TERMS AND CONDITIONS.

##### 11.1 INDEPENDENT CONTRACTOR.

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

11.1.2 Contractor acknowledges that Contractor and any subcontractors,

agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

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

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

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

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

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

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

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

11.8 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties from their obligations or otherwise constitute a novation.

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

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

enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

#### 11.11 INTERPRETATION.

11.11.1 Applicable Law. This Contract shall be deemed a contract and shall be governed by and construed in accordance with the laws of the State of California. Contractor agrees that the State and Federal courts which sit in the State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

11.11.2 Entire Agreement. This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).

11.11.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

11.11.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

11.11.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

11.11.6 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

11.11.7 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.12 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term, and provision hereof.

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon  
Public Utilities Department  
Attention: Abraham Alemu, General Manager

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 Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City

thereby. Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Contract as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Contract. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force Majeure default, then the city may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

11.19 TERMINATION FOR CAUSE. Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance. If this Agreement is terminated as provided herein, City may require, at no additional cost to City, that Contractor provide all finished or unfinished documents, data, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

11.19.1 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11.20 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.



The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals, and overhead.

11.21 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer, or employee of the Contractor is a director, officer, or employee of the City of Vernon, or a member of any of its boards, commissions, or committees, except to the extent permitted by law.

11.22 HEADINGS. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

11.23 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 LIVING WAGES Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "D". Upon the City's request, certified payroll records shall promptly be provided to the City

11.25 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "E".

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Commencement Date stated on the cover page.

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

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

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

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

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

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

ATTEST:

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Hema Patel, City Attorney

EXHIBIT A  
REQUEST FOR PROPOSALS

EXHIBIT B  
PROPOSAL

EXHIBIT C  
SCHEDULE

EXHIBIT D  
LIVING WAGE PROVISIONS

**Minimum Living Wages:**

A requirement that Employers pay qualifying employees a wage of no less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits.

**Paid and Unpaid Days Off:**

Employers provide qualifying employees at least twelve compensated days off per year for sick leave, vacation, or personal necessity, and an additional ten days a year of uncompensated time for sick leave.

**No Retaliation:**

A prohibition on employer retaliation against employees complaining to the City with regard to the employer's compliance with the living wage ordinance. Employees may bring an action in Superior Court against an employer for back pay, treble damages for willful violations, and attorney's fees, or to compel City officials to terminate the service contract of violating employers.

EXHIBIT E

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.



EXHIBIT B  
PROPOSAL



## NATURAL GAS FINANCIAL AND COMPLIANCE SUPPORT SERVICES

City of Vernon, CA



PREPARED BY:







225 Union Boulevard, Suite 305  
Lakewood, CO 80228  
Phone: (720) 633-9514  
Fax: (720) 633-9535

February 17, 2020

Ms. Angela Kimmey  
Compliance Administrator  
Recipient Name  
4305 Santa Fe Avenue  
Vernon, CA 90058

**Subject: Natural Gas Support Services**

Dear Ms. Kimmey:

NewGen's proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal. We do not intend to use subcontractors on this assignment. Our office and contact information throughout the proposal process is as follows:

Business Entity	Contact
NewGen Strategies and Solutions 225 Union Blvd., Suite 305 Lakewood, CO 80228 720-633-9496	Tony Georgis – Managing Director, Energy Practice 225 Union Blvd., Suite 305 Lakewood, CO 80228 720-633-9496

We look forward to the prospect of working with the City of Vernon in the role of a rate consultant. If you have questions concerning this proposal or would like additional information, please contact me at (720) 633-9496 or [tgeorgis@newgenstrategies.net](mailto:tgeorgis@newgenstrategies.net).

Sincerely,

**NewGen Strategies and Solutions, LLC**

Tony Georgis  
Energy Practice, Managing Director



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## INTRODUCTION

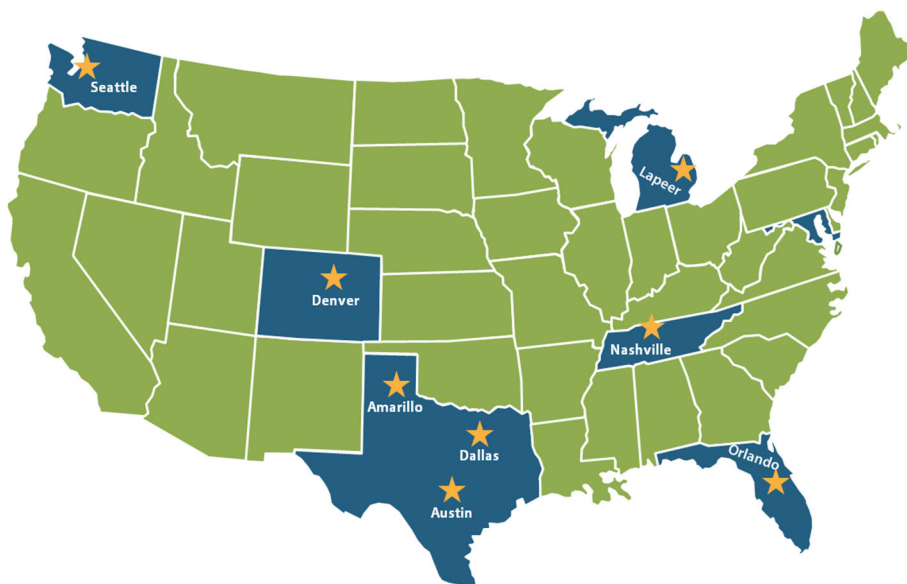
NewGen Strategies and Solutions, LLC (NewGen) is a management and economic consulting firm specializing in serving the utility industry and market. NewGen primarily serves public sector utilities and provides nationally recognized expertise in strategic planning, utility cost of service (COS) and rate design studies, depreciation and appraisal studies, litigation support for state and federal regulatory proceedings, utility business and financial planning, and stakeholder engagement for electric, water, wastewater, solid waste, and natural gas utilities.

NewGen was created by consultants who are dedicated to our client's mission and recognized as experts in our respective fields of service. ***"Thoughtful Decision Making for Uncertain Times"*** succinctly describes our capability to provide our clients solutions and recommendations tempered with our keen insight into the growing role of



stakeholders, resource availability, environmental concerns, cost of providing utility services, and economic conditions. This ensures an integrated approach to delivering our products and services.

NewGen employs 42 professional and administrative staff, with 10 ownership members (e.g. Directors), and a Board. NewGen's offices are located nationwide.



## Rod Walker and Associates

NewGen has included Rod Walker and Associates (RWA) as a strategic teaming partner on this project. NewGen, its staff on this project, and RWA have a long, proven history of working together for municipal utilities and natural gas systems. RWA provides utility and natural gas industry executives with technical expertise and business acumen combined with executive management experience to lead organizations and serve as a trusted advisor to clients in the energy industry domestically and worldwide. RWA has been included in our proposal to provide natural gas utility operational and compliance subject matter expertise.



## Understanding and Approach

The City of Vernon is requesting support for its Natural Gas Utility and, specifically, financial, operational, and regulatory compliance services. The Natural Gas Utility is operated to maximize efficiency and optimize its current staff for ongoing operational needs. As periodic, intermittent, or specialized expertise and capacity is required, the Utility augments its internal staff with consultants or outside expertise. This strategy maintains efficiencies, keeps internal costs competitive, and ensures the proper expertise and experience is available and applied when needed. NewGen's approach to the scope of work and requested services is flexible, provides the required expertise, applies our institutional knowledge of Vernon's Public Utilities Department (VPU), and tailors the experts to meet VPU's needs.

**Local Knowledge and Experience with VPU:** Our project manager has institutional knowledge and experience with VPU gained over the past six years, with multiple utility projects in addition to extensive California utility market experience in strategic planning, stakeholder engagement, rate making, and financial planning. We are familiar with VPU's unique customer base of commercial and industrial customers and your mission to have the lowest rates in the state by 2030.

**Integrated Strategy, Finance and Compliance Expertise:** the NewGen Team includes a unique integration of expertise and experience including all three Service Areas: Financial, Strategy, and Compliance. Furthermore, our Team has proven experience working together implementing the same work as identified in the three Service Areas in California. By integrating the expertise in each of the Service Areas in each of the tasks and overall effort, our proposal will deliver added value and further ensure the proper recommendations and a successful implementation. For example, our strategy lead has deep experience in both strategy and rate making and plans to include our natural gas utility operations and compliance lead in the strategic planning effort for added technical expertise and insight.

**Tailored and Flexible Experts that Align with VPU's Needs:** We have specifically tailored and selected our team members to provide the best expert, with deep California utility experience, to meet VPU's needs as outlined in the scope of services. NewGen has extensive experience and expertise with rates and strategic planning in the California municipal market. In addition, we have included our long-term strategic teaming partner, Rod Walker Associates, to integrate deep technical expertise, experience with the California natural gas regulatory environment, and national expertise with gas utilities, audits, operational assessments, and strategy.

## SCOPE OF WORK

The Tasks below are summarized by the Service Areas as defined in the scope of services. NewGen is proposing on all Service Areas; however, we understand that VPU may select multiple vendors or separate vendors for each Service Area. NewGen does not require selection for all three Service Areas for the below scope of work or related cost estimates to remain valid. NewGen is available to work on individual or all Service Areas.

## **Service Area 1: Financial Services**

Financial Services will include three key services: financial forecast/rate making, income/expense monitoring, and support for wholesale gas purchasing/agreements. NewGen has assumed the Service Area 1 tasks and ongoing financial, budgetary and financial monitoring related services to include one year from the execution of the contract or notice to proceed. NewGen recommends the following tasks for Service Area 1.

### **Task 1: Kickoff Meeting with VPU and Data Request**

NewGen recommends an onsite kickoff meeting to serve the entire effort and all tasks or Service Areas. The purpose of the meeting would be to develop and confirm a more detailed schedule with input from VPU, define communication protocols and frequency, identify the key points of contact for each Service Area or Task, and discuss initial data needs. A key discussion during the kickoff meeting will focus on VPU's critical needs and overall goals for the project. Additional elements of the project to be discussed include: Strategic Planning team; prioritization of financial, strategy, and compliance work; and timing for compliance software integration.

NewGen also plans to demonstrate and illustrate our modeling capabilities and eventual use by VPU. While NewGen will lead the development, maintenance, and update of all models as needed by the Tasks included in this proposal, VPU will have the ability to utilize the models during the project and in a real-time basis as models are developed and applicable. For example, as the financial forecast model and budgeting tool is developed, VPU will have access and can run their own scenarios or reporting as needed during the engagement.

Based on outcome of the kickoff meeting, NewGen will develop an initial data request to support the efforts of each Service Area or refine and stage the data requests aligned with VPU's priorities, goals or immediate needs for the project. This data request will likely include VPU accounting information and data, plant data, customer contracts, wholesale/gas provider contracts, prior regulatory audits, existing SOPs/documentation, and/or any marketing plans.

### **Task 2: Financial Forecast and Cost of Service**

NewGen will develop a Microsoft Excel-based gas utility financial model based on the utility's budgeting system and accounts to support periodic updates and alignment with the COS and models. The financial model will forecast revenues by customer class and expenses for five years (or other planning period as determined in the kickoff meeting) to evaluate potential rate, debt, gas market costs, regulatory, operational, or capital impacts. A key element to guiding the financial model and eventual revenue requirement for the COS will be the selection of key financial metrics such as cash reserve targets, debt to cash funded capital, and debt service coverage ratios. These metrics will inform financial decisions and drive financial decisions or scenario analyses in the model.

Our model includes a dashboard designed to manage, manipulate, and evaluate large amounts of data. The dashboard easily conveys the key financial metrics, consumption changes, customer impacts, and rate structures to customers, staff, and Boards. The dashboard allows us to quickly perform scenario analyses which provides VPU flexibility in determining the appropriate mix of

rate changes, capital projects, and debt issuances to meet budgetary or capital constraints and to support utility decision making. The customized tools allow for dynamic and complete analysis of the various aspects of the Study and produce easy to understand tables and graphs that aid VPU in communicating to various stakeholders engaged in the project. During the model development process, designated utility staff will be included in periodic progress updates and provide feedback on draft versions of the model. The results of the financial model will be summarized in a report and presented to VPU staff.

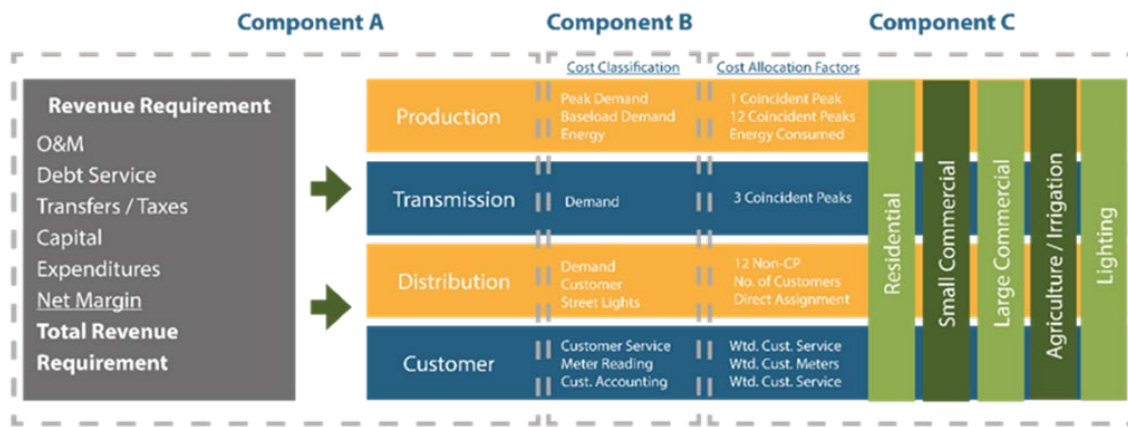
The model will include a Proforma operating results worksheet, a balance sheet, the aforementioned dashboard, capital improvement plan sheet, debt service schedule, and up to six (6) scenarios as defined by VPU. The scenario analyses could be a key element in evaluating any prior prepaid or bond financed gas purchase contract risks, financial performance, or management over time. As this financial model is based on VPU's budgetary system and chart of accounts, it will also serve to facilitate the development of VPU's annual gas enterprise budget as noted in Task 4.

NewGen will work with VPU management and staff to select a single historical or budgeted year with known and measurable adjustments as an appropriate test year (TY) Revenue Requirement to use as the basis for the COS. An average of multiple forecasted years (e.g., 2021–2025) could also be used as the basis for the TY Revenue Requirement and will be discussed during the kickoff meeting. The use of pass-through/commodity charges and capital/financing plans will also significantly influence the selection and calculation of the TY Revenue Requirement. We propose the cash approach to develop the TY revenue requirement for the basis for the COS. The cash-based revenue requirement represents all cash-based costs that must be recovered through the VPU's gas utility rates. This includes the cash needs to achieve debt service coverage ratios, a reasonable margin for operating reserves, cash funded capital improvements, and adequate inventories.

After completing the TY Revenue Requirement there are three key steps to completing the COS: 1) unbundle or functionalize the revenue requirement into utility functions (e.g., production/storage, transmission, distribution, and customer), 2) classify costs (e.g., commodity, demand, customer related), and 3) allocate the costs to the customer classes. Included throughout the three steps of the COS is the creation of allocation factors to support the allocation of shared costs to different functions or classifications and the eventual customer class allocation factors to allocate the final COS to each customer class.

Once the detailed TY Revenue Requirement has been established, the amount is assigned to the production, transmission, distribution, and customer functions. Assignments are made either through direct assignments or other allocation methodology. The functionalized and classified TY revenue requirement is then allocated to each of the rate classes using various customer class allocation methodologies. These allocation methodologies, or allocators, are developed in alignment with the cost classification. For example, production demand costs are often allocated utilizing the customer's contributions to system demand, such as average and peak demand method, and commodity costs are often allocated by customer class total gas consumption. The total COS allocated costs to each customer class will be compared to TY revenues for each

customer class to determine COS based adjustments needed. The illustration below summarizes the process.



Work Papers for supporting adjustments and allocations are included in the COS model for reference. These Work Papers generally include TY adjustments and supporting calculations, such as customer class contributions to system load and peak demands, minimum system calculations for customer and demand classifications of the Distribution costs, asset-related data, and/or purchased gas cost breakdown. A Work Paper will also likely be created to provide a calculation for the commodity pricing and pass through. Our unbundled COS model structure will quickly and easily provide and track the detailed components to create base rates, commodity gas cost adjustment rates, and public benefits charge pass throughs, if or when desired. The COS and financial models will be provided to VPU for their use, if desired.

### **Task 3: Rate Making, Tariffs, and Support Customer Contracts/Agreements**

NewGen will develop a rate and revenue model as well as rate comparison sheets to assist in the development of rates and ensure that proposed rates provide sufficient revenue recovery. To support the development of recommended rates, we will include benchmarking to SoCalGas retail rates to ensure competitive rates for VPU and align with the Utility's Mission. After completing the recommended rates, the revenue adequacy of the new rates will be proven by forecasting and calculating the annual rate revenue generated for each customer class and comparing it to the class and total system COS. Average bills and full customer class related impacts for each class will automatically be calculated to compare existing, COS-based, and recommended new rates. These models have proven effective in communicating VPU's competitive position in prior Electric Utility COS work with VPU.

The results of the initial rate design will be presented and discussed via web-based conference call with VPU management and staff. Based on feedback from the rate review we will revise or provide an optional or alternative rate design strategy such as a phase-in of rate changes or adjustments in customer/demand/consumption rate components. The rate design model will be delivered to VPU for their ongoing and future use, as needed.

## Task 4: Support Gas Accounting and Budgeting Activities

For Task 4 the NewGen Team plans on leveraging the financial model developed in Task 2 that is based on the VPU budgeting system. As that model is used to develop the revenue requirement for the gas system and related forecast, we will also use it to track the budget to actual performance of the utility. NewGen is a market leader in model development and will ensure the model is easy to use and quickly integrates VPU's existing enterprise software systems. The model will track budget to actual and automate updates/uploads of data as it is available from VPU. The dashboard included in the initial development of the financial model will be augmented to also provide budget to actual evaluations and assessments of performance. VPU will have continuous access to the model and NewGen can host the model on a cloud server for VPU staff to ensure the most recent model and data is always available to the client.

Similar to tracking budget to actual performance for VPU, the NewGen team further plans to leverage the work in Task 2 to facilitate the development of the gas systems annual budgets for a planning period as needed by VPU (e.g., 5 years). This comprehensive, dynamic tool will allow for the development of the revenue requirement, an initial budget, tracking of monthly budget to actuals, and "proforma" types of analyses such as adjusting dashboard variables (e.g., capital investment schedules, natural gas price forecast, debt issues, consumption, etc.). The financial model will provide multiple staff and departments insight into the gas system's current and projected performance and financial key performance indicators. Examples of prior models are included below.





Finally, Task 4 will include the development of a separate model to monitor, track, and calculate monthly commodity costs, rates, and Purchased Gas Adjustment to pass through to VPU's customers. The model will ensure total cost recovery, include the effect of timing differentials for cost incurrence/forecasted consumption/historical revenues received. The model will account for spot purchases, long term contracts, monthly indexes, and bond financed prepaid gas where applicable. Integrating the timing and multiple sources for gas procurement is a key component to ensuring VPU is properly recovering all costs associated with the acquisition and delivery of the gas commodity to customers. The model will also help inform the financial departments and leadership's decisions regarding cash reserve levels and possible rate stabilization for the commodity adjustment rate.

### **Task 5: Support Wholesale Gas Transactions and Agreements**

For Task 5, the NewGen Team will facilitate, support, and augment VPU staff as needed to resolve technical issues or terms/conditions with gas marketers, monitor SoCalGas tariffs for changes, provide a liaison to Resource Planning for power generation support, and analyze/tailor NAESB contracts for current and proposed gas purchases. The NewGen Team has significant and direct experience with municipal gas utility contracting, contract review, and optimization of terms/conditions to benefit or protect our clients.

To begin Task 5, we will collaborate with VPU staff and review existing and recently proposed contracts to gain a common understanding of the gas system's current position. We will compare the current state at VPU to industry benchmarks and our prior experience to identify any risks, gaps, or issues to address. We will apply lessons learned from past client work to VPU to improve the gas system's position where possible. Where issues are identified, we will develop a template for future gas contracting, including best practices and recommendations to mitigate risks or manage the contract issues in the future. This template and memo report will also include recommendations for tailoring or analysis in support of applying NAESB standard contracts.

To support ongoing VPU operations in the electric and gas utility, we will monitor SoCalGas's tariffs for any changes and impacts to operations and costs at each utility. In our fee estimate, we have assumed approximately one hour per month for one year to review SoCalGas's tariff and identify and impacts to VPU. Furthermore, we will act as a liaison from the gas system to resource management to apply our expert insight in the natural gas and power supply markets with the goal of reducing costs and improving operations where possible in gas procurement. NewGen has significant experience supporting larger utilities or power agencies in gas and power procurement strategies and operations. We will apply lessons learned and best practices from those effort to remain efficient and effective at VPU. In providing ongoing support for VPU, we have assumed an average of approximately four hours per month for one year for ongoing coordination with the resource management group.

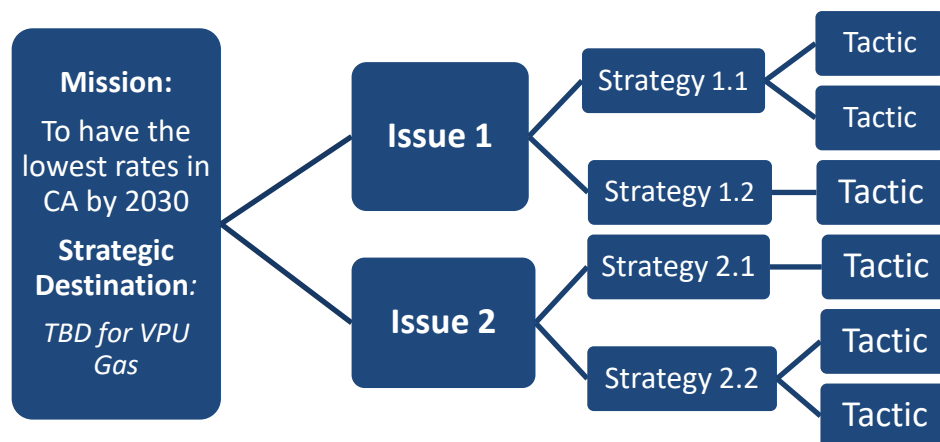
## **Service Area 2: Business Development Services**

Business Development Service includes development of a VPU Gas strategic plan, support of marketing efforts, customer acquisition support, and equipment acquisition support.

### **Task 6: Strategic Plan**

The NewGen Team proposes to develop a Strategic Plan for VPU’s gas utility that aligns with the broader Mission of VPU and the goal to have the lowest rates in California by 2030. We plan on utilizing a national and local market scan of the utility and municipal natural gas business environment, facilitating a strengths, weaknesses, opportunities, and threats (SWOT) analysis, developing key plan elements (as seen in the Strategic Plan illustration below), and prioritizing a tactical action plan that will include a tactical marketing plan. Both our Project Manager and key support experts have national utility market experience, and significant experience with the California market and natural gas utilities.

The first step in developing the strategic plan for VPU’s natural gas system is to identify the Strategic Destination, or where VPU’s gas system desires to be in 10 years (aligned with the broader Mission of VPU). After identifying the Strategic Destination, we will identify the key Issues we need to address to achieve or reach that Strategic Destination. It is expected one of the key Issues will be the Marketing Plan. Strategies and Tactics are then developed for each Issue to create the Tactical Action Plan and resolve each of the Issues identified. The Plan will be a living document and we recommend updating or refreshing the Plan every two to three years as different elements of the Plan are completed, or progress is made.



In developing the Strategic Plan, NewGen will:

- Provide a comprehensive Plan and document reflecting the changing conditions, Strategic Destination, and Tactical Action Plan for achieving the destination for VPU’s gas system
- Further link the VPU’s broader strategy to the gas system and develop tools to ensure VPU’s gas system aligns all levels of the organization with the Plan.
- Engage stakeholders periodically for feedback on VPU’s gas system progress, future issues, plan elements, and final updated Plan.

NewGen’s approach to VPU’s gas system Strategic Plan includes development of the Plan, engaging internal and external stakeholders, and development of implementation tools. NewGen’s approach utilizes an internal VPU core planning team (CPT) of approximately 5-10 individuals, workshops with the CPT for plan development/refinement, and an external

stakeholder advisory panel or board workshops for feedback on the plan and refinements. The external stakeholder advisory panel can utilize an existing panel or group that VPU routinely uses for feedback and insights on VPU's strategic efforts.

The overall process and work plan includes four, half-day (4-5 hour) workshops for the development of the Strategic Plan with the CPT. There are three external stakeholder workshops scheduled for approximately two hours each for feedback on the plan as it develops. NewGen intends and suggests that the external stakeholder workshops be scheduled the day prior to or the day after the internal CPT workshops to maintain efficiency and costs for the project.

### **Task 7: Market and Customer Service Support**

Task 7 includes general marketing and customer support, including general support for VPU's marketing efforts, maintaining customer rate/utility cost comparison models, evaluation of customer acquisition economics, and supporting equipment acquisition. The NewGen Team will provide general marketing support on an as-needed basis; however, we have assumed approximately eight hours per month of general support for one year in our fee estimate.

To initially support marketing efforts, the NewGen Team will perform a review of marketing and customer service plans, customer satisfaction survey results/trends, existing customer acquisition practices (e.g., line extensions), communication plan(s), and benchmarking information where available to gain a general understanding of VPU's current and past efforts. Given the large commercial and industrial customer base in Vernon, we expect the ongoing general marketing support to focus on aligning/implementing the strategic plan developed in Task 6 to marketing activities, marketing collateral, communications, data for key account representative's use, and support for economic development/customer acquisition.

Other services included in Task 7 are maintaining or enhancing the customer savings comparison and benchmarking templates or models. This will provide valuable data for key account representatives and/or economic development pursuits of new customers. Similarly, we will evaluate customer connection economics (e.g., line extensions) in pursuit of new customers or existing customer expanding services. NewGen proposes developing a model (or enhancing one currently available) that will quickly and consistently analyze customer connections for VPU.

### **Service Area 3: Compliance Services**

Compliance services will focus on regulatory compliance efforts, pipeline safety compliance, audits, threat and risk assessments, and development of standard operating procedures.

### **Task 8: Support Pipeline Safety, Regulatory Audit, Compliance & Pipeline Integrity Management**

Included in Task 8 is general audit support, supporting the preparation for audits and inspections, ongoing support for compliance, and an evaluation/gap analysis of existing VPU audit processes. This evaluation also includes evaluating the pipeline integrity management programs for opportunities to improve or streamline the process. To kickoff Task 8, Rod Walker and the Project Manager will hold an onsite meeting to review the current compliance conditions and VPU staff concerns. To facilitate the general audit support and preparation, the NewGen Team will



perform a review and evaluation of VPU's current audit processes, including a jurisdictional review, audit of manuals and related documents, and ongoing support for DOT-PHMSA and/or CPUC audits. The jurisdictional review will include the identification or confirmation of regulated assets and applicable requirements of Title 49, Parts 191, 192, and 199 CFR with granularity at the Subpart and Section level. Some subparts may not be applicable. The NewGen Team, with input from VPU, will determine which subparts are not applicable. Subparts that are not applicable will be properly documented as such in the Compliance Summary Report. The review and report will include the following: a table of VPU's assets identifying regulatory status, a compliance matrix, and a prioritized report of findings, gaps, recommended mitigations, and process improvements.

The NewGen Team will also audit existing manuals, forms, procedures, plans, and a sampling of records to ensure they meet or exceed the requirements of Title 49, Parts 191, 192, and 199 CFR to ensure VPU auditable compliance with these requirements. Assessment will include, but are not limited to:

- Drug and Alcohol Testing
- Emergency Plans
- Operations & Maintenance
- Operator Qualification
- Public Awareness

In addition to the above assessment areas, the NewGen Team will evaluate the transmission and distribution pipeline integrity management program to identify best practices and opportunities to streamline the process and programs. Specific efforts will include:

- Transmission pipelines:
  - Conduct Threat Assessment/Risk Assessment in accordance with ASME 831.8S-2004 for identifying and evaluating system threats, collecting pipeline and system data and a risk ranking methodology.
  - Identification of additional metrics to determine program effectiveness. (VPU's pipeline has not experienced any incidents of the threats identified in Part 192, making these traditional metrics inadequate to capture whether Vernon's program is effective in assessing and evaluating the integrity of each covered segment.)
- Distribution pipelines:
  - Conduct Threat Assessment/Risk Assessment
  - Develop process separate from the Simple Handy Risk-Based Integrity Management Plan (SHRIMP) to evaluate system threats and rank risks
  - Identify measures to reduce the risk of distribution pipeline failures

The NewGen Team shall provide Mitigation and Improvement recommendations and other recommendations as needed for each of the above noted areas in the assessment. We realize that the programs listed above may or may not need improvement until the assessment and gap analysis is performed. We also recommend that the effort and estimated costs to make program improvements be revisited after the gap analysis is complete and adjusted accordingly. The

NewGen Team will hold a draft Compliance Summary Report review onsite with VPU staff and representatives. Based on feedback and insights from VPU, a final report will be delivered. The time and cost estimates listed for such work in this proposal are based without any knowledge of the condition of VPU's programs and are based on an average cost of bringing each program into compliance based on previous projects the NewGen Team has worked on.

During the course of the assessment and gap analysis and completion of the report, the NewGen Team will provide general support in the preparation and development of DOT-PHMSA or CPUC audits and inspections. Our experts will facilitate the preparation for audits with VPU staff, review necessary documentation and records, and support the audit process throughout the term of the project.

### **Task 9: Facilitate and Develop Standard Operating Procedures and Support Compliance Software Implementation**

From the review of the manuals and procedures listed above in Task 7, NewGen will take the gap analysis of compliance areas needing attention related to processes, procedures, and manuals and leverage its deep natural gas operations experience to identify changes that need to be made to each as appropriate. The suggested changes will meet the balance of clear processes and procedures that can be used by VPU staff in daily tasks while meeting State and Federal regulatory requirements. NewGen will review the list of suggested changes with VPU to gain consensus and then make the appropriate changes and/or assist VPU staff with these changes.

Additionally, NewGen subject matter experts will assist VPU staff in the identification, selection, and implementation of compliance management software that have been proven at utilities to provide a user-friendly system for tracking and maintaining compliance activities.

## **WORK PLAN**

Our work plan is straight forward and ensures collaboration, coordination and integration across all tasks. The more detailed tasks descriptions are included in the Scope of Work. Tony Georgis, the project manager, will lead and coordinate the entire effort and remain the key point of contact for all Service Areas. In addition, Mr. Georgis is an expert in financial forecasting, modeling, COS, and strategy. He will play a key role in the first two Service areas to maintain institutional knowledge of VPU and the project. Mr. Georgis will be assisted by Brown Thornton, who has similar expertise and has been involved with similar compliance efforts and natural gas utility strategy work. The three Service Area leads were selected to align best with VPU's and the project's needs. The three leads and the Project Manager and Assistant Project manager all have nearly a decade of experience working together on similar efforts at NewGen.

In addition to key experts and team members integrated throughout the three Service Areas, the Project Team will maintain weekly internal coordination meetings across the key leads on the team. The NewGen Team will also maintain bi-weekly calls with VPU to maintain consistency across the different tasks and efforts and keep the client informed on progress, any data needs, and results as applicable. After the kickoff meeting, and the initial schedule of key deliverables is drafted, we will set the bi-weekly coordination calls.

## FEES AND COSTS

Item:	Labor Cost	Expenses	Total
<b>Service Area 1: Financial Services</b>			
Task 1: Project Kickoff	\$9,850	\$3,025	\$12,875
Task 2: Financial Model and COS	\$38,950	\$1,550	\$40,500
Task 3: Rate Design and Tariffs	\$14,700	\$1,075	\$15,775
Task 4: Support for Accounting and Budgeting	\$14,400	\$0	\$14,400
Task 5: Support Gas Contracts and Agreements	\$26,350	\$0	\$26,350
Service Area 1 Subtotal:	<b>\$104,250</b>	<b>\$5,650</b>	<b>\$109,900</b>
<b>Service Area 2: Business Development</b>			
Task 6: Strategic Plan	\$46,800	\$9,275	\$56,075
Task 7: Marketing and Customer Service Support	\$31,800	\$0	\$31,800
Service Area 2 Subtotal:	<b>\$78,600</b>	<b>\$9,275</b>	<b>\$87,875</b>
<b>Service Area 3: Compliance Services</b>			
Task 8: Support Pipeline Safety/Audit	\$33,250	\$1,075	\$34,325
Task 9: Facilitate SOP and Compliance Software	\$22,000	\$1,075	\$23,075
Service Area 3 Subtotal:	<b>\$55,250</b>	<b>\$2,150</b>	<b>\$57,400</b>
<b>Total All Service Areas</b>	<b>\$238,100</b>	<b>\$17,075</b>	<b>\$255,175</b>

Note: all Service Area costs are based on NewGen's 2020 billing rates.

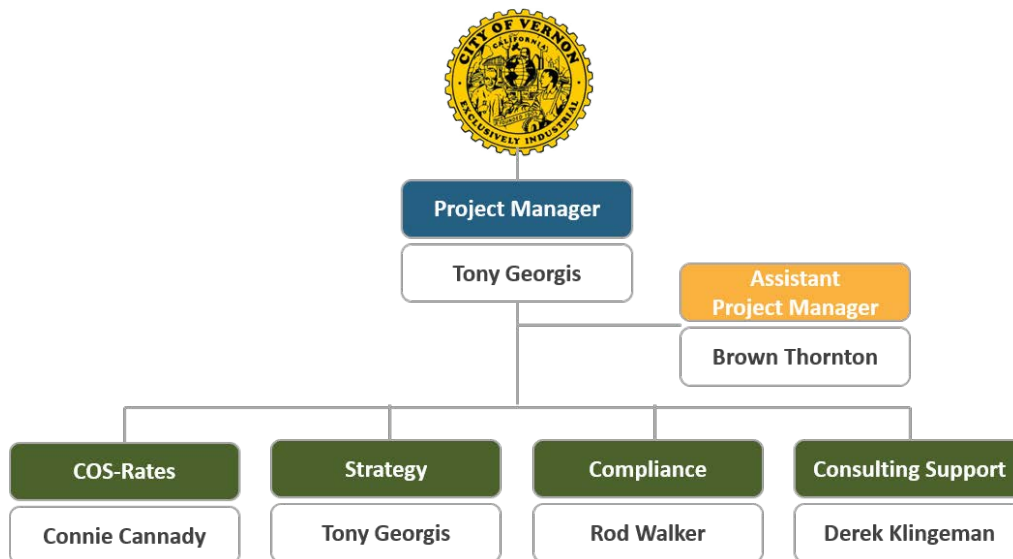
## ABILITY OF PROPOSER TO PERFORM

### Project Team Qualifications

The NewGen Team and staff meet the qualifications to perform the work as specified in the RFP. The NewGen Team has substantial experience navigating the dynamic energy markets, regulatory landscape, and business environments in the state of California, primarily with municipal utility clients who maintain diligent benchmarking against the state's Investor Owned Utilities (IOU). Our experience includes multiple COS and rate studies completed for municipal utilities in California, as well as strategic planning efforts, depreciation studies, and performance benchmarking studies. In addition, NewGen is supporting multiple communities in evaluating assets for possible acquisition from



California IOUs. Our work spans from working with three of the largest cities in California (Los Angeles, San Francisco, and San Diego), to irrigation districts, to cities just starting their municipal utility departments (Moreno Valley). The proposed NewGen Team is shown below, with an overview of each team member's experience and qualifications. Please note the percentages of total project hours do not add up to 100%, as the remaining minimal hours are related to analytical support or administrative positions. Detailed resumes for individual team members are provided in Appendix A.



**Tony Georgis, Managing Director,  
 Energy Practice**  
**Project Role: Project Manager/Strategy  
 Lead**

Mr. Tony Georgis brings more than 20 years of experience in engineering and economic analyses for the energy, water, and waste resources industries. His work includes various assignments for private industry, local governments, and utilities including sustainability strategy, strategic planning studies,

stakeholder engagement, financial and economic analyses, COS and rate studies, energy efficiency, and market research. Tony has also provided expert witness testimony in two states in multiple electric utility proceedings. In addition, Tony has managed multiple utility COS, strategy, and financial projects in the state of California. Tony also served as the project manager for the previous financial analysis and COS studies for VPU and is very familiar with the utility, stakeholders, and business environment.



**Brown Thornton, Director**  
**Project Role: Asst. Project Manager**  
**% of total project hours: 8%**

Mr. Brown Thornton brings over 35 years of consulting experience in the energy and water infrastructure markets. He specializes in utility management, financial management, and analysis, wholesale and retail rate studies, power supply and transmission service, and

strategic business planning for municipal and consumer-owned utility clients. Mr. Thornton leverages his broad experience base to work with utility management and governing bodies in engagements involving strategic planning, examination of complex issues, and decision making.



**Rod Walker, Executive Consultant**

**Project Role: Compliance Lead**

**% of total project hours: 25%**

Rod Walker is an industry executive with 35 years of technical expertise and executive management experience. His breadth of experience in the natural gas industry at utilities, as a management consultant, and engineer allows him to provide strong strategic

and tactical leadership to organizations. Mr. Walker has significant experience with all aspects of natural gas system planning, capital planning, replacement program evaluation, and designing and building infrastructure, as well as assessing, recommending, and implementing organizational performance improvements addressing people, process, data, technology, financial infrastructure, regulatory, and enterprise risk issues. Mr. Walker is an expert witness in the states of Arkansas, California, Delaware, Rhode Island, and the District of Columbia on natural gas industry matters.



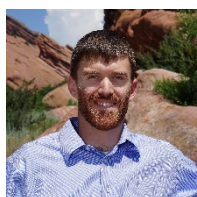
**Connie Cannady, Executive Consultant**

**Project Role: COS-Rate Design Lead**

**% of total project hours: 5%**

With over 35 years of financial, managerial, and regulatory consulting experience, Ms. Connie Cannady is an expert in the areas of utility regulation and franchising of utility services, at the local, state, and federal levels. Ms. Cannady has been involved in numerous financial studies involving water, wastewater, electric, gas,

telecommunications, and cable television providers. Ms. Cannady has been an expert witness in numerous regulatory proceedings concerning natural gas and electric rates. She has provided testimony participated in cases before the regulatory commissions in Texas, Indiana, Maryland, North Carolina, Arizona, Oklahoma, New Mexico, Colorado, Alabama, and the Federal Regulatory Commission. With respect to natural gas utilities, Ms. Cannady's experience includes both interstate and intrastate pipeline operations and local distribution system operations.



**Derek Klingeman, Staff Consultant**

**Project Role: Consulting Support**

**% of total project hours: 31%**

Mr. Derek Klingeman specializes in COS and rate design for electric utilities and provides pro forma financial analysis, valuation, and economic impact analysis on a wide variety of projects for NewGen. Mr. Klingeman has worked extensively with large billing databases

to study usage trends, uptake in various programs, and to model the impact of proposed rate changes. He recently graduated with a master's degree in economics from Colorado School of Mines.

## **Similar Projects**

### **City of Vernon – Cost of Service and Impact of Distributed Generation on Rate Payers**

**Project Team: Tony Georgis and Andy Reger**

NewGen provided COS and Rate design services for the past two Electric System Rate Studies for the City of Vernon's Public Utilities (VPU). In the first Study, NewGen developed rates that protected the utilities' financial strength and minimized cost shifting between customer classes

due to the adoption of conventional and renewable distributed generation technologies on the VPU system. The focus of the Study was evaluating and projecting financial impacts of distributed generation on the system using a ten-year financial forecast and related COS. The forecast included a projection of customer loads, system revenues, operation and maintenance expense, capital improvement program, debt service, City transfers, and other financial requirements of VPU. The model allowed for selecting penetration levels of varying types of distributed generation (e.g. conventional gas engines or rooftop solar). Subsequent to the first Study, NewGen completed an additional COS and Rate Study in 2019 updating previous models and financial forecasts to develop rates for a five-year period.

**City of Palo Alto Utilities – Strategic Plan (Palo Alto, CA)**

**Project Team: Tony Georgis and Rebecca Shiflea**

NewGen was contracted to facilitate the update and refresh of the City of Palo Alto Utilities' (CPAU) strategic plan. The project updated CPAU's strategic direction and enhanced the existing plan elements to improve organizational alignment, implementation, reporting, and overall plan success. A key element to the project was an added focus on organizational alignment and plan implementation tools to ensure all levels of staff are engaged, aligned with, and contributing to the Plan. The Plan elements included the development of a strategic direction, the key priorities CPAU must address to achieve the strategic direction, and strategies/actions to support the implementation. The Plan development process included facilitated CPAU staff workshops, multiple external stakeholder engagement workshops, periodic updates to the Utilities Advisory Commission, and integration of robust organizational or employee engagement and feedback.

**City of Charlottesville, Virginia – Natural Gas Cost of Service and Rate Design Studies**

**Project Team: Mike Lane, Connie Cannady, Derek Klingeman, and Zak Wright**

The City of Charlottesville, VA retained NewGen to conduct a number of studies related to its municipal natural gas utility. In 2016, NewGen was tasked with the development of a separate transportation rate to be charged to a large customer that had been taking service pursuant to an interruptible full-service rate. The primary issues were to ensure that the rate was cost based, would continue to provide a sufficient revenue stream to the utility based on the loss of full service load, and to provide a rate that was competitive with alternative third party transport services. In 2018, NewGen was retained to perform a complete cost of service and rate design study for the natural gas operations. The study included an analysis of the service activities required distinctly for inside and outside of the city limits to determine the likely trend in cost and infrastructure needs. In addition, the Project team developed a five-year cost of service and rate model to provide updates with respect to the accuracy of rates approved each year given actual customer usages, capital needs, and revised budgets. In 2019, the Project Team updated the model to include a module for financial planning for the overall natural gas utility operations.

**Puget Sound Energy – Due Diligence Review**

**Project Team: Rod Walker**

Mr. Walker served as the Project Leader of the Gas Due Diligence team that was asked to provide an independent review of the key areas of the gas utility, including financial condition, operations processes, organizational performance/management review, customer service practices,



operations and maintenance practices, regulatory compliance, technical best practices and standards, engineering, infrastructure condition, and environmental areas. From this extensive due diligence review, the team assessed and described the existing condition of the gas utility's infrastructure, operations, management, and technical aspects and suggested ways to optimize performance of the assets, company operations, and personnel, including identifying any red flags and risks associated to the Utility. The independent review identified impacts on the financial aspects of the deal, different types of risks or opportunities, and ways to mitigate those risks.

**California Energy Commission (CEC) Energy Reliability/ Hydraulic Modeling Project**  
**Project Team: Rod Walker**

Mr. Walker continues to be retained by the California Energy Commission (CEC) to support staff in the continuing review of the reliability of energy (natural gas and power) in California and effect on infrastructure issues on safety and rates to rate payers and the public in general. The support includes presentations at various CEC workshops and training and support of CEC staff in using hydraulic modeling to evaluate the natural gas transmission backbone models of PG&E and SoCal Gas independently for issues related to reliability of the natural gas system, especially in light of the Aliso Canyon storage field leak and pending shutdown near the LA Basin. The CEC staff will be called upon to answer the questions around natural gas reliability in relation to electric power generation and integration of renewables in the state.

**Aliso Canyon Technical Committee – Independent Review Team Member**  
**Project Team: Rod Walker**

Since the Aliso Canyon storage field leak in October 2015, Mr. Walker has served as an Independent Review team member along with the Los Alamos National Labs (LANL) staff on the Aliso Canyon Technical Committee to review the reliability of electricity and natural gas in the LA Basin for Summer 2016, Winter 2016, and Summer 2017. The committee is comprised of major agencies, power, and gas systems in California, including CPUC, CEC, CalISO, LADWP, and SoCalGas. Mr. Walker, with the LANL team, produced a report and facilitated a public workshop of analysis of the hydraulic analysis performed by SoCalGas, operator of Aliso Canyon and the natural gas distribution system network serving the LA Basin, to support the reliability studies titled "Independent Review of Hydraulic Modeling" in 2016, with a similar report in 2017. Mr. Walker was also an author on a report written to analyze regulations affecting natural gas storage fields since the Aliso Canyon event and potential alternatives to provide natural gas for the LA Basin by the California Council on Science and Technology (CSST), along with subject matter experts national wide.

**Fairbanks, Alaska Interior Gas Utility – Utility Acquisition Support and Due Diligence**  
**Project Team: Brown Thornton, Zak Wright, and Max Bernt**

The Interior Gas Utility (IGU) was created as a public utility in 2012 with the primary objective of providing low cost, clean burning, natural gas to customers in the greater Fairbanks North Star Borough (FNSB). NewGen has been engaged with IGU since 2015, providing assistance on a variety of matters relating to the startup of the natural gas utility and the purchase of Fairbanks Natural Gas (FNG), including an existing liquefied natural gas (LNG) production facility, LNG

storage facility, and existing natural gas distribution system. Key tasks include review and analysis of customer conversion and demand studies, financial forecast and capital plan modeling, development of a business plan, due diligence services for the purchase of a natural gas utility, negotiation of a financial agreement for the purchase of FNG and initial capital program funding, optimization studies for LNG production and storage, and preparation of a consulting engineer's report for tax-exempt bond financing. The financial planning model supports decision-making with scenario analysis related to rate levels, operating costs, capital improvements, reserve levels, and debt issuances for the combined IGU-FNG utility. Due diligence support included an independent review of FNG's governance, organization and management, natural gas supply and pipeline contracts, LNG production, LNG facilities, LNG transportation agreements, service territory, distribution system and operations, and historical financial results. Current activities include assistance with the planned issuance of tax-exempt bond financing to fund increased LNG production capacity, expansion of gas mains, and new customer connections.

**Philadelphia Gas Works – Due Diligence Review**  
**Project Team: Rod Walker**

Mr. Walker led teams that performed full due diligence of PGW, the largest municipal gas company in the US, for two separate potential infrastructure funds who were on the short list of potentials to invest and acquire the utility in one of the largest M&A auctions in recent US history. The teams reviewed all aspects of the Utility, including operations, management, regulatory compliance, maintenance, key technology to support operations, procurement, engineering, and environmental areas. The team reviewed and reported on the condition of the operations, management, and technical aspects of the utilities, as well as provided an assessment of assets, and the risks to the Utility associated with the assets. The independent review included impacts on the pro forma, different types of risks or opportunities, and ways to mitigate those risks. The specific review targeted PGW's capital replacement program and its accompanying financial rate rider for PGW's aging, leak-prone infrastructure, cast iron and unprotected bare steel, which are some of the largest amounts of each in the country.

**Glendale Water & Power Department – Electric Cost of Service and Rate Design**  
**Project Team: Tony Georgis and Jill Schuepbach**

NewGen has supported Glendale Water and Power's (GWP) financial modeling and cost of service efforts since 2017. GWP is considering multiple options for replacing the aging Grayson power plant. The NewGen team created a five-year financial forecast to assist GWP in projecting revenues and expenses in addition to understanding the effects of the repowering project on rates, debt, and reserve balances. The forecast model included scenario analysis and comparisons, dashboards, and financial reporting to summarize performance, selected financial metrics, and KPIs. The COS process and model included functionalization, classification, and allocation of costs to each customer class. The resulting costs to serve each class were compared to projected revenues to recommend rate changes. AMI data is also used in an innovative TOU rate design model that includes an interactive and dynamic dashboard to select the months and hours for the specific rate design while evaluating the expected shift in consumption and evaluating bill impacts.



**Other Representative Projects Include:**

- Alameda Municipal Power – Strategic Plan
- Philadelphia Gas Works – Organizational Assessment
- City of Riverside – COS and Rate Study
- Centerpoint Energy Entex – Expert Testimony on behalf of Coastal Cities
- Las Cruces, NM – Gas Rate Review
- Source Gas – Capital Program and Organizational Review
- Anaheim Public Utilities – COS and Rate Study
- US Dept. of Defense – Expert Testimony in BG&E rate case
- Lake Apoka, FL – Gas Utility Risk Assessment
- Western Area Power Administration – Strategic Roadmap
- Alameda Municipal Power – COS and Rate Study
- Spearman, TX – Gas COS and Rate Study

## Work Product Examples

Examples of recently completed projects for both natural gas and electric utilities are provided in Appendix B.

## References

NewGen encourages the City to contact the representative professional references listed below. These clients can speak to our ability to provide quality work similar to the services being requested by the City.

Reference / Project	Contact Information
<b>Glendale Water and Power</b> Financial Forecast, COS and Rate Study	Craig Kuennen - Deputy General Manager – Business Operations 141 N. Glendale Ave., Level 4 Glendale, CA 91206 (818) 548-3369; ckuennen@glendaleca.gov
<b>Fairbanks Natural Gas, LLC</b> Utility Acquisition Support and Due Diligence	Dan Britton 3408 International Way Fairbanks, AK 99701 (907) 452-7111; dwbritton@fngas.com
<b>Lake Apopka Natural Gas (LANGD)</b> Risk Assessment and Organizational Assessment	Mr. Sam Davis 1320 Winter Garden- Vineland Rd. Winter Garden, FL (407) 656-2734; sdavis@langd.org

## AFFIDAVIT OF NON-COLLUSION

NewGen’s completed Affidavit of Non-Collusion is attached as Appendix C.

## **APPENDIX A – RESUMES**

Tony Georgis brings 20 years of experience in the consulting/utilities industry focusing on the energy, water, and waste resources industries. He is the Managing Director of NewGen Strategy and Solutions, LLC's Energy Practice. His work includes various assignments for utilities, local governments, and private industry, including sustainability strategy, strategic planning studies, expert witness testimony, financial and economic analyses, cost of service and rate studies, energy efficiency, and market research.

In support of sustainability strategy projects, Tony has developed frameworks, optimization, and decision models for sustainability program prioritization and monetization of climate change regulatory, market, and physical impacts. He has also been published in trade journals such as Resource Recycling, Utility Automation and Engineering T&D and has spoken on this topic at several industry conferences.

## EDUCATION

- Master of Business Administration, Finance Specialization, Texas A&M University
- Bachelor of Science in Mechanical Engineering, Texas A&M University

## PROFESSIONAL REGISTRATIONS / CERTIFICATIONS

- Registered Professional Engineer (PE) Mechanical, Colorado
- Registered Professional Engineer (PE) Mechanical, Louisiana

## KEY EXPERTISE

- Sustainability
- Strategic Planning
- Financial / Economic Analysis
- Cost of Service and Rate Design

## RELEVANT EXPERIENCE

### Sustainability, Energy Strategy, and Strategic Planning

Mr. Georgis has led and managed the development of strategic plans and Roadmaps for utilities, energy agencies and municipal governments to guide decision making in increasing complex business environments. His strategic planning experience includes energy, water, wastewater, and solid waste utilities in addition to local government entities. In support of strategic planning engagements, Mr. Georgis often facilitates internal planning teams and external stakeholder engagement activities to facilitate broad and/or targeted stakeholder input to the plans. Strategic plan or Roadmap development typically include overarching strategic elements such as the organization's vision/mission; tactical components such as projects and activities supporting and ensuring implementation; and tracking/reporting tools for the organization's measurement of progress to the plan.

Mr. Georgis has also led the development of clean energy and sustainability (or CSR) plans for cities, counties and utilities to improve triple bottom line (economic, environmental, and social) and energy performance. Mr. Georgis utilizes an enterprise-wide approach to sustainability in order to manage regulatory, customer, and financial demands while improving the triple bottom line. He has facilitated the development of city-wide sustainability plans, serving as a sustainability subject matter expert while forging collaboration among internal and external stakeholders including city/utility staff, key department managers, community representatives, utility customers, and non-profit or non-governmental organizations (NGOs). In support of sustainability planning efforts, Mr. Georgis has developed optimization models to prioritize and identify the "next best dollar spent" in pursuit of sustainability

## Tony Georgis

### President, Energy Practice

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goals while estimating total costs to implement. He has also implemented sustainability auditing/reporting tools such as GHG inventories/reporting and development of a utility-tailored version of the Global Reporting Initiative (GRI).

Mr. Georgis' clients for sustainability, energy strategy, and strategic planning include:

- City of Fort Collins, Colorado
- Fort Collins Utilities, Colorado
- Loudoun County, Virginia
- Tampa Bay Water, Florida
- City of Colorado Springs, Colorado
- City of Longmont, Colorado
- City of El Paso, Texas
- Western Area Power Administration, Colorado
- Lakeland Electric, Florida
- City of Palo Alto Utilities, California

### Cost of Service and Rate Design

In his role as senior consultant and project manager, Mr. Georgis leads numerous utility financial planning, cost of service, and rate design projects. Specific tasks typically include the development of the revenue requirement, functionalization of costs, allocation of costs to customer classes, review of existing customer class criteria, evaluation of line extension and facilities charges, rate design, and transitioning of models for the client's future use. He has also led the development of financial forecasting models to support long-term capital, expense, and revenue budgeting and decision making. Mr. Georgis routinely facilitates workshops in support of developing utility rate strategies or rate studies and presents study and financial recommendations to governing bodies, boards, and city councils. Mr. Georgis' clients for cost of service and rate design include:

- American Samoa Power Authority
- U.S. Army; Huntsville, Alabama
- Colorado Springs Utilities, Colorado
- La Plata Electric Association, Colorado
- Vernon Gas and Electric, California
- Anaheim Public Utilities, California
- Merced Irrigation District, California
- Alameda Municipal Power, California
- Glendale Water and Power, California
- Lafayette Utilities System, Louisiana
- Farmington Electric Utility, New Mexico
- Lubbock Power and Light, Texas
- City of Weatherford, Texas
- New Braunfels Utilities, Texas
- Austin Energy, Texas
- City of Garland, Texas
- Benton Public Utility District, Washington
- Arizona Public Service, Arizona

### Economic, Financial or Market Analyses

Mr. Georgis often provides technical, financial, and advisory support services for various energy and utility related projects. He is an expert in developing financial pro formas, bond financings, performing scenario analyses, and evaluating market conditions to support project financing or feasibility decision making. He has analyzed technical assumptions, optimized project financing, performed scenario/sensitivity analyses, and assisted clients in bidding processes. He has provided economic analyses of utility scale renewable energy projects, power plant fuel conversions, LNG terminals, conventional/renewable distributed energy resources, and DSM/demand response program benefits. Mr. Georgis' clients for economic, financial or market analyses include:

- Terrebonne Parrish, Louisiana
- Hawaii Gas Company, Oahu, Hawai'i
- U.S. Army; Huntsville, Alabama
- Water and Power Authority, US Virgin Islands
- Solid Waste Authority of Central Ohio, Ohio
- Freeport Container Port, Grand Bahama

- Florida Municipal Power Agency, Florida
- Austin Energy, Texas
- CalRecycle, California
- Arizona Power Authority, Arizona
- Maryland Energy Administration, Maryland
- ISO-New England, Massachusetts
- Niobrara Energy Development, Colorado
- Fort Collins Utilities, Colorado

## PRESENTATIONS AND PUBLICATIONS

Mr. Georgis has presented at numerous industry associations and conferences, providing training for utility staff, and published several trade journal articles. These presentations, articles, and training have focused on utility finance, strategic planning, market trends/opportunities, and sustainability. Mr. Georgis' presentations and publications are displayed below.

### Industry Presentations

- Tire Industry Association Recycling Conference 2008: *Selling Tire-derived Products to the Architectural and Construction Markets*
- Tire Industry Association Recycling Conference 2009: *Carbon Credits and Recycling Products*
- Energy Utility and Environmental Conference 2010: *Evolution and Optimization of Energy Efficiency and Smart Grid Measures*
- Tire Industry Association Scrap to Profit 2010: *Evolution of the Carbon Markets and Opportunities for the Scrap Tire Industry*
- Inter-American Development Bank 2010: *Transportation Sustainability and Climate Change Seminar*
- University of Colorado Denver Managing for Sustainability 2012: *Regulatory Drivers for Sustainability*
- Global Commerce Conference 2010: *Leadership in Sustainability – Sustainability Decision Making, Implementation and Reporting*
- Platts Energy Markets Webinar 2010: *SEC Guidance on Climate Change Disclosures*
- Association of Climate Change Officers 2010: *SEC Climate Change Disclosure Guidance*
- Harvard University Zofnass Program for Sustainable Infrastructure 2011: *Tools and Frameworks to Drive the Business Case for Sustainability*
- Washington PUD Association Finance Officers 2016: *Balancing Aging Infrastructure, Rates, and Residential Demand*

### Industry Publications and Articles

- *Growing Role for Demand Response in ISO Operations*. Utility Automation and Engineering T&D, November 2008
- *Recycling and Climate Change: A Primer*. Resource Recycling, August 2009
- *Recycling and Climate Change: Opportunities for Recycling as a Climate Change Strategy*. Resource Recycling, September 2009

Mr. Brown Thornton brings over 35 years of consulting experience in the energy and water infrastructure markets. He specializes in utility management, financial management and analysis, wholesale and retail rate studies, power supply and transmission service, and strategic business planning for municipal and consumer-owned utility clients. Mr. Thornton leverages his broad experience base to work with utility management and governing bodies in engagements involving strategic planning, examination of complex issues, and decision making.

Prior to joining NewGen Strategies and Solutions, Mr. Thornton worked for MWH Global as Vice President, Americas Sector Leader, Energy (2 years) and R. W. Beck, Inc. (including its acquisition by SAIC) as Vice President of Utility Consulting and Principal (20 years). Earlier in his career, he worked in operations, project management, power delivery, and power contracts for the Tennessee Valley Authority, a major generation and transmission electrical utility (11 years).

## EDUCATION

- Master of Business Administration, Vanderbilt University
- Bachelor of Science in Electrical Engineering, Tennessee Technological University

## PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- Registered Professional Engineer (PE), Tennessee

## KEY EXPERTISE

- |   |                             |
|---|-----------------------------|
| ▪ Management Advisory Services              | ▪ Power Supply Planning     |
| ▪ Business and Financial Planning           | ▪ Transmission Services     |
| ▪ Strategic planning and utility management | ▪ System Valuation          |
| ▪ System planning and contract negotiation  | ▪ Cost of Service and Rates |

## RELEVANT EXPERIENCE

### Power Supply and Transmission Planning

Mr. Thornton has provided power supply and transmission planning supply assistance to numerous public power systems, electric cooperatives, and private utilities. His breadth of experience includes power supply studies, generation resource portfolio planning, financial and feasibility analysis, examining wholesale and retail rate implications, and purchased power transaction negotiations. Transmission-related experience includes examining transmission alternatives, obtaining transmission service arrangements and reviewing delivery point facility requirements. Service contract experience includes reviewing and developing power supply and delivery agreements for municipal systems and for large commercial/industrial customers.

Mr. Thornton's system planning clients include the following:

- |  |   |
|--|---|
| ▪ City of Williamstown, KY               | ▪ Meriwether Lewis Electric Cooperative, TN |
| ▪ Clark County REMC, IN                  | ▪ Millennium Energy, KY.                    |
| ▪ Golden Spread Electric Cooperative, TX | ▪ Mountain Electric Cooperative, TN         |
| ▪ Hartselle Utilities, AL                | ▪ North Virginia Electric Cooperative, VA   |

# Brown D. Thornton

Director

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- Hoosier Energy Cooperatives, IN
- Kentucky Municipal Energy Agency, KY
- Kentucky Municipal Power Agency, KY
- Kentucky Municipal Systems, KY
- Lee County Electric Cooperative, FL
- Rayburn Country Electric Cooperative, TX
- Southeastern Power Administration (SEPA) – Hydropower Customer Group, GA
- Whitewater Valley REMC, IN
- WIN Energy REMC, IN

## Expert Testimony and Litigation Support

Mr. Thornton has offered expert testimony regarding cost of service rate design and ratemaking issues before state and local regulatory bodies and courts. He has national experience providing litigation support regarding ratemaking matters at wholesale and retail levels in Alabama, Florida, Indiana, Kentucky, Tennessee, and Virginia. Preparation and support of expert testimony includes the following:

### Indiana Utility Regulatory Commission (1994-1998)

- Whitewater Valley REMC – Electric Rates
- Jackson County REMC – Electric Rates
- Harrison County REMC – Electric Rates

### Kentucky Public Service Commission (1996-2002)

- Frankfort Plant Board – Wholesale Water Sales
- City of Franklin – Wholesale Water Sales

### Federal Energy Regulatory Commission (FERC) (1996-present)

- Kentucky Municipal Power Agency – LG&E/KU Elimination of MISO Transmission De-Pancaking
- Kentucky Municipals – Wholesale Power Contract and Formula Rates
- Kentucky Municipals – LG&E/KU Merger

## Rate and Pricing Studies

Mr. Thornton has managed the preparation of numerous cost of service and rate design studies for electric, water, wastewater, and gas clients. His experience includes development of revenue requirements, the functionalization, classification, and allocation process, and design of cost-based rates. He regularly instructs or presents materials related to ratemaking including rate and revenue planning, cost allocation, and rate design. The bulk of recent rate work includes preparation of unbundled rate studies, competitive rate comparisons, development of market-based rates, and analysis of distribution service charges as a separate component. Mr. Thornton's financial management clients include:

- AMP-Ohio (and Member Systems), OH
- Huntsville Utilities, AL
- Arizona Public Service Company, AZ
- Illinois Municipal Electric Agency, IL
- Berea College Utilities, KY
- Indiana Municipal Power Agency, IN
- Buckeye Power Cooperative, OH
- ISO-New England, MA
- City of Bardstown, KY
- Jackson County REMC, IN
- City of Franklin, KY
- Johnson City Power Board, TN
- City of Madisonville Municipal Utilities, KY
- Meriwether Lewis Electric Cooperative, TN
- City of St. Charles, IL
- Navajo Tribal Utility Authority, NM
- City of Williamstown, KY
- New Hampshire Electric Cooperative, NH
- Clark County REMC, Indiana
- Northern Virginia Electric Cooperative, VA

- Decatur Utilities, Alabama
- Duck River EMC, TN
- Frankfort Plant Board, KY
- Georgetown Municipal Water and Sewer Service, KY
- Harrison County REMC, IN
- Hoosier Energy Cooperatives, IN
- Humboldt Utilities, TN
- Rayburn Country Electric Cooperative, TX
- Southeast Power Administration (SEPA) – Hydro Power Customers, GA
- Wabash Valley Power Association, IN
- Warren RECC, KY
- West Tennessee Correctional Facility, TN
- Whitewater Valley REMC, IN
- WIN Energy REMC, IN

## **Financial Management and Analysis**

Mr. Thornton has managed preparation of long-range financial plans for utilities, including analysis of operating and capital requirements and evaluation of alternative sources of funds for planned debt financing. Other financial services include assistance relative to the development of annual operating budgets, capital improvement plans, and economic feasibility studies. Mr. Thornton's financial management clients include:

- Clark County REMC, IN
- Columbia Power System, TN
- Glasgow Electric Plant Board, KY
- Lawrenceburg Power System, TN
- Upper Cumberland Gas Utility District, TN

## **Strategic Business Planning**

Mr. Thornton assists clients in the development of comprehensive business plans, including complete analysis of the company and its external operating environment, as well as strategy recommendations for each functional business area. The breadth of Mr. Thornton's project experience includes the following:

- Business Planning – Based on information gathered from external and internal sources, he provides assistance in the development of comprehensive business plans that incorporate mission statements, goals and objectives, implementation strategies, program description and approach, marketing plan, staffing and equipment needs, training, and projected financial results.
- Benchmarking Studies – Conducts benchmarking activities for utilities, including an examination of key business processes and methods of operation. Best practices are identified and used to establish goals for improvement and to measure progress over time.
- Technical Requirements – Investigates specific industry practices, including analysis and interpretation of results for complex business and organizational processes.

Mr. Thornton's strategic planning clients include:

- American Municipal Power, OH
- Buckeye Rural Electric Cooperative, OH
- Delaware Municipal Electric Corporation, DE
- Harrison County REMC, IN
- Lee County Electric Cooperative, FL
- Michigan South Central Power Agency, MI
- Nashville Electric Service, TN

## **Process Review and Organizational Studies**

Mr. Thornton works closely with utilities nationwide and is familiar with wide-ranging issues affecting utility services. He has conducted comprehensive reviews for utilities, including management, staffing, operational practices,



## Brown D. Thornton

### Director

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financial planning, and capital improvement plans. Mr. Thornton assists clients in functional and technical reviews of organizational systems, processes, and communication practices and in the implementation of recommended changes.

Mr. Thornton's organizational management clients include:

- Berea College Utilities, KY
- Buckeye Rural Electric Cooperative, OH
- City of Madisonville, KY
- Hartselle Utilities Board, AL
- Harrison County REMCo, IN
- Jay County Rural Electric Membership Corporation, IN
- Lenoir City Utilities Board, TN
- Meriwether Lewis Electric Cooperative, TN
- Warren Rural Electric Cooperative Corporation, KY

## WORKSHOPS AND PRESENTATIONS

Mr. Thornton has given numerous presentations and participated in training and workshops in several states. These activities have focused on power supply, strategic planning, cost of service, ratemaking, and competitive issues. Selected topics Mr. Thornton presented are displayed below.

### Electric Utility Consultants, Inc.

- *Introduction to Cost of Service Concepts and Techniques for Electric Utilities – 2-day Course taught semi-annually*
- *Introduction to Rate Design for Electric Utilities – 2-day Course taught semi-annually*

### Various Utility Clients

- *Direct Access and Unbundled Rates*
- *Dynamic Rates*
- *Time of Use Billing*
- *Cost of Service and Rate Strategy with AMI Data*

### New Hampshire Electric Cooperative

- *Two-day strategy and training program pertaining to rate design and cost of service*

### Indiana Rural Electric Cooperatives

- *Strategic Planning Workshop*
- *Power Supply Planning*
- *Cost of Service and Rate Design*

### Kentucky Municipal Systems

- *Review of Power Supply Alternatives*
- *Joint Action Agency Workshop*
- *Financial Forecasting and Rate Planning*
- *Cost of Service and Rate Design*

### TVA Distribution Systems (Tennessee, Kentucky, Alabama, Virginia)

- *Power Supply Planning Workshop*
  - *Overview of the Power Industry*
  - *Fundamentals of Power Supply Planning*
  - *Generation Technologies and Operational Issues*
  - *Effects of a Transition in Power Supply Sources*
- *Examination of Transmission Services and Alternatives*
- *Understanding Electric Utility Operations*
- *Determining a Utility's Fair Market Value*

*Mr. Rod Walker is an affiliate member and consultant of NewGen Strategies and Solutions.*

Rod Walker is an industry executive with 35 years of technical expertise and business acumen, combined with executive management experience leading organizations and serving as a trusted advisor to clients in the energy industry domestically and worldwide. His breadth of experience in the natural gas industry at an investor-owned gas utility and two municipal utilities, combined with his engineering background and management consultancy work, allows him to provide strong strategic and tactical leadership to organizations to evaluate and provide technical and business solutions to issues they face. Mr. Walker has significant experience with all aspects of natural gas system planning, capital planning, replacement program evaluation, and designing and building infrastructure, as well as assessing, recommending, and implementing organizational performance improvements addressing people, process, data, technology, financial infrastructure, regulatory, and enterprise risk issues. Mr. Walker is an expert witness in the states of Arkansas, California, Delaware, Rhode Island, and the District of Columbia on natural gas industry matters.

## EDUCATION

- Bachelor of Science in Civil Engineering, Clemson University

## KEY EXPERTISE

Mr. Walker has extensive experience in the following areas of the Natural Gas Industry:

- C-Level Advisory
- Imbedded Management team member to address Company issues
- Due Diligence/Merger & Acquisition (M&A) Advisory
- Capital Improvement Program Review
- Organizational Structure/Issues Review
- Process and Procedures
- Financial including Probability and Sustainability
- Enterprise Risk Assessment
- Infrastructure Condition
- Hydraulic Modeling
- Regulatory Compliance
- System Modeling and Reliability
- Data Collection Practices
- Technology to support Operations i.e. GIS, CIS, Mobile Workforce, Asset Management systems
- Safety Culture and Risk Mitigation
- Engineering Standards
- Procurement
- Construction Practices
- Operations and Maintenance

## RELEVANT EXPERIENCE

### Lake Apopka, FL Natural Gas District | Gas Utility Risk Assessment

Mr. Walker's team performed an Operations, Engineering and Management Risk Assessment for LANGD. The objective was to provide an outside independent review of the utility's operations in order to give a high-level view of the overall health of the utility's operations, including its infrastructure and the utility's ability to operate, maintain and sustain the system safely and prudently. The team was also tasked with identifying exposures to operations risk including identifying risks to public, employees, infrastructure and company, identify potential problems, perform comparative benchmarking/best practices with peer utilities and make recommendations for remediation including potential solutions and suggested timeframe to mediate. Our recommendations were presented in report form and served as a basis for new LANGD initiatives to improve the operations of the utility.

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Affiliate Member/Executive Consultant

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### **Knoxville TN Utilities Board | Gas Utility Risk Assessment**

Mr. Walker's team performed an Operations, Engineering and Management Risk Assessment for KUB. KUB requested an outside independent review of the utility's operations in order to give a high-level view of the overall health of the utility's operations, including its infrastructure and the utility's ability to operate, maintain and sustain the system safely and prudently. The team was also tasked with identifying exposures to operations risk including identifying risks to public, employees, infrastructure and company, identify potential problems, perform comparative benchmarking/best practices with peer utilities and make recommendations for remediation including potential solutions and suggested timeframe to mediate. The recommendations were presented to KUB leadership and served as a basis for new KUB process and organizational initiatives to improve the operations of the utility.

### **Rocky Mount, NC Utilities | Gas Utility Risk Assessment**

Mr. Walker's team performed an Operations, Engineering and Management Risk Assessment for the City of Rocky Mount NC's Gas Utility. The objective was to provide an outside independent review of the utility's operations in order to give a high-level view of the overall health of the utility's operations, including its infrastructure and the utility's ability to operate, maintain and sustain the system safely and prudently. The team was also tasked with identifying exposures to operations risk including identifying risks to public, employees, infrastructure and company, identify potential problems, perform comparative benchmarking/best practices with peer utilities and make recommendations for remediation including potential solutions and suggested timeframe to mediate. Our recommendations were presented in report form and served as a basis for new initiatives to improve the operations of the utility.

### **Contanda Terminals (formerly Westway Group) | Contract Management-VP-Engineering and Construction**

Hired to turn around the engineering and construction group within Westway Group, which overran projects previously from \$40 million to \$90 million with focus on changing people, process and data. E&C group now stable and projects are being executed in an industry best practices manner with projects (\$20-29 million annual). Since Mr. Walker took the helm, all projects were on time and within budget. Initially hired as Interim position then hired as fulltime member of management team with equity position in company.

### **Aliso Canyon Technical Committee | Independent Review Team Member**

Since the Aliso Canyon storage field leak in October, 2015, Mr. Walker has served as an Independent Review team member along with the Los Alamos National Labs (LANL) staff on the Aliso Canyon Technical Committee to review the reliability of electricity and natural gas in the LA Basin for the Summer 2016, Winter 2016 and currently is reviewing the outlook for the Summer 2017. The committee is comprised of major agencies, power and gas systems in California, including California Public Utilities Commission (CPUC), California Energy Commission (CEC), California Independent System Operator (CalISO), Los Angeles Water and Power District (LAWPD) and Southern California Gas Company (SoCalGas).

To this end, Mr. Walker, with LANL team, has produced a report and facilitated a public workshop of analysis of the hydraulic analysis performed by SoCalGas, operator of Aliso Canyon and the natural gas distribution system network serving the LA Basin, to support the reliability studies titled "Independent Review of Hydraulic Modeling" in 2016 and is writing a similar report and facilitating a public workshop on the subject in May 2017.

Also, Mr. Walker is an author on a report being written to analyze regulations affecting natural gas storage fields since the Aliso Canyon event and potential alternatives to provide natural gas for the LA Basin by the California Council on Science and Technology (CSST) along with subject matter experts national wide. The report is due to be published in the fall 2017.

### **Source Gas | C-Level Advisory-Capital Program, Organizational, Procedures Review**

Mr. Walker led a team that reviewed the Capital Improvement Program for the Company across its four-state footprint which included a review of key organization groups, process and procedures associated with the Capital Program as an advisor for the CEO. Interviews were held with key groups i.e. Engineering, Construction, Procurement, Legal, Operations, Corporate and State Management to provide a Roadmap to CEO and Board for recommendations and changes to be made to meet company goals including organizational, process, Capital Program (PMO) and project execution changes. Staff was imbedded in key areas to ensure changes being made were effective and to fill resource gaps in the organization.

### **Summit Natural Gas | C-level Advisory/Contract PMO Management-Maine Natural Gas System Development and Implementation**

Mr. Walker was retained by client to provide an independent review for the Company Sponsor and Senior Management of a planned greenfield natural gas pipeline, distribution development and construction project in northern New England. The proposed Project involved the construction of a 75+ mile natural gas transmission steel mainline and 1,500+ miles of associated distribution system. Mr. Walker's team reviewed documents, data and methodology used to evaluate market conditions concerning the use of natural gas in the project area including potential types of customers, proposed conversion rates and short, mid and long term outlook for system development and growth. Project schedule to convert customers to natural gas was reviewed for reasonableness given local market conditions with alternative fuels and service providers.

The team, led by Mr. Walker assessed the engineering and design of the proposed gas system and evaluated the proposed market, terrain and distribution areas in relation to proposed gas facilities for constructability and ability to serve. Proposed gas system design basis and design calculations for proposed facilities were reviewed against Project objectives for short, mid and long term including: gate stations, regulator stations, mains, services, and cathodic protection systems. The team evaluated proposed gas transmission and distribution system layout from maps, flow studies, design drawings, etc. for reasonableness to meet Project objectives including flexibility for expansion as system load growth occurs. In addition, the design/engineering contract was reviewed to give an opinion on reasonableness and content.

The team reviewed all aspects of the proposed construction plan and agreements to evaluate reasonableness as well as the Project team and organization including staffing. The construction plan, schedule and contractor selection process were reviewed for ability to meet Project objectives for design, cost, and schedule. Budget estimates were evaluated for reasonableness to meet Project objectives, schedule, and to accommodate local conditions including terrain, weather, and rural and city construction sites. Permitting and ROW status were reviewed for any indications of issues or risks that could impact the Project. Team members were imbedded for 18-24 months during design and construction to address critical needs for management and implementation of the new gas system and to address resource gaps in the organization.

### **Patriots Energy Group | Critical Infrastructure/SCADA System Review**

Mr. Walker's team performed a detailed review of the PEG transmission pipeline. The pipeline is operated by PEG and is jointly owned by three natural gas authorities. They are: Chester County Natural Gas Authority, Lancaster County Natural Gas Authority and York County Natural Gas Authority (Authorities). The focus of the engagement was to review the PEG system planning process, perform an independent network analysis of PEG's transportation capabilities utilizing GL Noble Denton's network analysis software (Stoner) and recommend areas of improvements in term of process and physical pipeline enhancements. Based on Mr. Walker's work additional enhancement projects were initiated and process changes enacted.

Mr. Walker also performed a detailed review of PEG's existing SCADA systems, as well as future SCADA needs for each of Chester, Lancaster and York Natural Gas Authorities. Mr. Walker identified a high-level SCADA system design, identify potential systems and made recommendations for selection and implementation and assisted in developing

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cost estimates for the CapEx budget. Mr. Walker has been a trusted advisor to YCNGA, CCNGA, LCNGA and PEG attended several annual planning sessions for the utilities as they prepare to address strategic and tactical issues facing each utility and PEG as a whole.

### **Puget Sound Energy, Macquarie Securities Inc. | Due Diligence Review**

Project Leader of the Gas Due Diligence Team. Provided an independent review and prepared a report on the operations, management, regulatory compliance, technical, engineering and environmental areas of the utility, whose assets included natural gas distribution and electric generation, transmission, and distribution. Reviewed and reported on the condition of the operations, management and technical aspects of the utilities as well as provided an assessment of assets, the performance of the assets, and the risks to the Utility associated with the assets. The independent review included impacts on the pro forma, different types of risks or opportunities and ways to mitigate those risks. The specific review tasks included capital budgets; operations and maintenance budgets; asset condition with an eye toward operations and maintenance costs, obsolescence risk, equipment failure risks and risks associated with “Acts of God” and/or opportunities to modernize; asset performance and 10-year plans to evaluate adequacy of capital budgets and risks to higher capital outlays due to higher than expected load growth, higher than expected obsolescence, new generation interconnection, changes in mandatory reliability criteria or other causes; environmental risks. The independent review identified issues uncovered during the review and proposed an approach to resolve each issue.

### **Philadelphia Gas Works, Liberty Energy Trust LLC and Macquarie Securities | Due Diligence Review**

Mr. Walker led teams that performed full due diligence of PGW, the largest municipal gas company in the US, for two separate potential infrastructure funds who were on the short list of potential to invest in and acquire the utility in one of the largest M&A auctions in recent US history. The teams reviewed all aspects of the Utility including operations, management, regulatory compliance, maintenance, key technology to support operations, procurement, engineering and environmental areas. The team reviewed and reported on the condition of the operations, management and technical aspects of the utilities as well as provided an assessment of assets, the performance of the assets, and the risks to the Utility associated with the assets. The independent review included impacts on the pro forma, different types of risks or opportunities and ways to mitigate those risks. The specific review targeted PGW’s capital replacement program and its accompanying financial rate rider for PGW’s aging, leak-prone infrastructure, cast iron and unprotected bare steel, which are some of the largest amounts of each in the country.

### **JP Morgan | Southern Missouri Natural Gas (SMNG), Review of Critical Infrastructure Expansion Projects**

Mr. Walker led the team that provided an Independent Engineering review of the SMNG expansion projects, which were critical infrastructure for the SMNG utility. The team identified numerous issues with the design and installation of the Lebanon gas pipeline project, which was already under construction. Recommendations were made to correct the contractors’ project construction practices with the Lebanon expansion project and led to the second phase for the Branson expansion project being removed from the initial contractor and existing SMNG technical management and re-designed and re-bid by Mr. Walker’s team. The project team that re-designed and re-bid the 55-mile Branson expansion in 2 months and provided the project management until new SMNG personnel were in place to guide the project to its completion in the fall of 2010. Mr. Walker’s team also provided organizational development/restructuring consulting, operations consulting and advisory services to JP Morgan for the operations and management of the SMNG utility.

## **ERCOT | Evaluation of Impact of Natural Gas Generation to Electric System Reliability**

Mr. Walker worked on the team that provided an Independent Engineering review of the issues related to several ERCOT electricity reliability events over the course of several years that apparently stemmed from congestion on the Texas state natural gas “grid” that served electric generation in the state. The team reviewed how the natural gas grid could be modeled using the Synergee (Stoner) gas modeling software working with the numerous gas pipeline and gas distribution companies to analyze the natural gas congestion issues related to key dates that affected electric reliability on those dates and future events. In addition, the team reviewed the impact to natural gas prices and what drove the behavior of key clients using natural gas during the events that could be reviewed for potential policy, pricing controls changes that could be affected at the state and national levels.

## **Confidential Natural Gas Utility | Alinda Capital Partners, Due Diligence Review**

Mr. Walker led the team that performed a review of the Project’s CAPEX methodology as well as a full due diligence review of the utility to identify red flags. This review helped to determine the reasonableness of the Project’s operational, engineering, procurement and capital budgets. Furthermore, the team reviewed the Target’s current and future Capital Improvement Plan (CIP). They were able to advise on the periodic and ongoing inspection programs, operations program, as well as necessary and mandated and infrastructure replacement programs. They also review the proposed CIP against capital projects budgets and annual CAPEX to identify fatal flaws, variances, or deletions with respect to the industry norms. The team reviewed, as necessary, the technical assumptions and formulas used in the Project’s pro-forma. They verified what technical assumptions aligned with the design of the project, expected operation scenarios, and Project agreement.

## **Confidential Gas Utility | J. P. Morgan; Due Diligence Advisory Services**

Mr. Walker and his team provided JPM with technical and environmental due diligence, operational assessment and advisory services to support a potential investment in a Target Gas Utility. In reviewing the available project documentation, the team advised the client as to the quality and granularity of source documents as related to the review. Based on this the team provided a high-level red flag review to assess any apparent technical, operational or gas supply issues. They continued the analysis to include a review of the schedule, budget, environmental, or business risks that might be associated with the potential investment in the Target utility.

## **T. W. Phillips Gas Company | Steelriver Infrastructure Partners; Due Diligence Advisory Services**

Mr. Walker provided an independent review for due diligence and a report on the operations, management, technical, engineering, regulatory compliance and environmental areas of the utility, whose assets included natural gas distribution and transmission, storage and production wells. Reviewed and reported on the condition of the operations, management and technical aspects of the utility as well as provided a condition assessment of assets, the performance of the assets, and the risks to the Buyer associated the operations, management and engineering practices of the target utility company and its assets.

## **Mountaineer Gas Company | ICON Infrastructure (London)**

Mr. Walker performed an independent review for due diligence and a report on the operations, management, technical, engineering, regulatory compliance and environmental areas of the utility, whose assets included natural gas distribution and transmission. Reviewed and reported on the condition of the operations, management and technical aspects of the utility as well as provided a condition assessment of assets, the performance of the assets, and the risks to the buyer associated the operations, management and engineering practices of the target utility company and its assets.



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### **Confidential Utility Clients | Utility Assets and Operation Review, Marcellus Shale Area; West Virginia, SW Pennsylvania**

Project Manager/Project Lead of the Due Diligence Team. Provided an independent review for due diligence and a report on the operations, management, technical, engineering, regulatory compliance and environmental areas of these utilities, whose assets included natural gas distribution and transmission, storage and production wells. Reviewed and reported on the condition of the operations, management and technical aspects of the utilities as well as provided an assessment of assets, the performance of the assets, and the risks to the Buyer associated the operations, management and engineering practices of the target utility company and its assets.

### **AEI, LLC, Confidential Utilities | Due Diligence; Turkey and Egypt**

Project Manager/Project Lead of the Due Diligence Team. Provided an independent review for due diligence of and a report on operations, management, technical, engineering, regulatory compliance and environmental areas of these utilities, whose assets included natural gas distribution and transmission. Reviewed and reported on the condition of the operations, management and technical aspects of the utilities as well as provided an assessment of assets, the performance of the assets, and the risks to the Buyer associated with the operations, management and engineering practices of the target utility company and its assets.

### **AEI Portfolio of Utilities | Risk Based Operations, Management and Engineering (OME) Audits. Environmental Resources Management; El Salvador, Peru, Colombia, Chile, Argentina and China**

Client manager/subject matter expert as a sub-consultant to Environmental Resources Management. Led teams that performed a risk based operations, management and engineering (OME) audit of the various power generation, power transmission, and distribution and natural gas utilities owned by AEI in emerging countries. Mr. Walker was the lead natural auditor on the audits of natural gas utilities in China, Peru and Colombia. The audits determined findings of high level risks associated with the operations of utilities based on data review, staff interviews, site visits of assets and discussions with management with regard to AEI procedures, applicable regulations, and industry best practices and standards.

### **Woodside Natural Gas | Review of LNG Infrastructure Impact to SoCal Gas System**

Mr. Walker worked on the team that provided an Independent Engineering review of the proposed infrastructure needed to integrate a proposed offshore LNG mobile terminal into the SoCal gas distribution system. Mr. Walker reviewed SoCal Gas' modeling of the impact of the Woodside LNG input into the gas system and provided comments on SoCal Gas' view of the technical impact to the system and the need for additional infrastructure to enhance the SoCal Gas system to accept the Woodside LNG flows. The modeling review included a detailed review of the Stoner gas modeling scenarios used to assess the impact of the LNG to the SoCal Gas system and the assumptions underlying those scenarios with the SoCal Gas Transmission department at the SoCal gas offices' in LA. The team provided a report to the client that summarized the findings and recommendations for the client to move ahead with the project and provide gas to the LA Basin.

## **PUBLICATIONS AND PAPERS**

Mr. Walker has published numerous papers as listed below.

- *"Strategic Directions in the Natural Gas Industry"*-co-contributor (2012-2015)  
Black & Veatch annual survey and report on state of and issues affecting natural gas industry
- *"Lessons learned from the San Bruno incident"* (2012, 2014)  
Presentation presented at American Public Gas Association (APGA) Operations conference

- *“Why Risk Assessments Are Important for Utilities”* (2013)  
Presentation presented at the Western Energy Institute (WEI) Annual Conference
- *“Validating Maximum Allowable Operating Pressures (MAOP)”* (2012)  
Presentation presented at the Energy Association of Pennsylvania (EAP) Spring Meeting
- *“Black & Veatch Aims to Ease Pipeline Challenges”* North American Oil & Gas Pipelines (2014)
- *“Independent Review of Hydraulic Modeling”* Report (2016, 2017)  
(SoCal Gas System modeling of Alison Canyon Storage outage effect on reliability of power and gas in the LA Basin) co-authored with Los Alamos National Labs
- *“Institutional Knowledge Hides the Blind Spots in an Organization”* (2018)



With over thirty-five years of financial and managerial consulting experience, Connie Cannady is an expert in the areas of utility regulation and franchising of utility services, both at the local and state level. Prior to joining NewGen Strategies and Solutions, Ms. Cannady was the Founder and President of C2 Consulting Services, Inc., a woman-owned business enterprise. Ms. Cannady's previous experience also includes serving as a Manager at Reed-Stowe & Co. Inc.; Manager of Accounting and Control for the Information Services Division of Blue Cross of California; Senior Consultant for Touché Ross & Co. (now Deloitte); and Management Auditor for the U.S. General Accounting Office.

## EDUCATION

- Master of Public Affairs, University of Texas
- Bachelor of Arts in Political Science, Vanderbilt University

## KEY EXPERTISE

- Expert Witness and Litigation Support
- Utility ROW Franchising and Compensation
- Regulatory Proceedings
- Cost Allocation Models

## RELEVANT EXPERIENCE

### Expert Witness and Litigation Support

Ms. Cannady serves as project manager and lead analyst for numerous regulatory proceedings for rates, assisting clients by providing expert testimony and litigation support regarding utility rate and regulatory issues before state and local regulatory bodies and courts. She frequently works with coalitions of cities served by investor-owned utilities and provides analyses and expert witness support related to the utilities' requests for rate increases. Ms. Cannady also provides support services to the U.S. Army Corp of Engineers concerning rate proceedings impacting utility rates at U.S. Army installations.

Her direct experience includes conducting analyses with respect to the reasonableness of various rate base issues, including the prudence of costs. Areas of analysis and provided testimony include:

- Reasonableness of certain rate based costs related to benefits and other operating reserves
- Calculation of Accumulated deferred income taxes
- Reasonableness of operations and maintenance expenses related to labor expense, benefits expense, including health and welfare, pension, deferred compensation, ESOPs and other savings plans, corporate overhead cost allocation methodologies, call center operations, bonuses and other long and short-term incentive pay programs, taxes other than income and federal income taxes.
- Reasonableness of affiliated transaction expenses
- Computation of fuel factors and purchase power factors to be used in the collection of power costs
- Reasonableness of certain advanced meter investments
- Reasonableness of requested inclusion of certain regulatory assets
- Analysis of the "used and useful" nature of requested plant additions
- Analysis of customer class cost allocation methodologies

Ms. Cannady's expert witness and litigation support clients include:

### **Maryland Public Service Commission**

- U.S. Army Installations Served by Baltimore Gas & Electric; Case Nos. 9355 and 9406

### **New York Public Service Commission**

- U.S. Army Installations Served by Orange & Rockland Utilities; Case Nos. 14-E-0493 and 14-G-0494

### **Public Utility Commission of Texas**

- Cities Served by CenterPoint Energy Houston Electric; Dockets Nos. 48266, 45747 and 12065
- Cities Served by Southwestern Electric Power Company (SWEPCO), Texas; Docket Nos. 37364, 39708, 40443, 40446
- Cities Served by AEP Texas Central Company, Texas; Docket No. 33309
- Cities Served by AEP Texas North Company, Texas; Docket Nos. 33310, 4202 and 4716
- Cities Served by Sharyland Utilities, Texas; State Office of Administrative Hearings (SOAH); Docket No. 473-99-2566
- Cities Served by Texas-New Mexico Power Company, Texas; Docket Nos. 15560, 12900, 10200, 22636, 36025, 22745
- Cities served by Oncor Electric Delivery Company, Texas; Docket Nos. 48325, 48231, 5640
- Cities served by Entergy Texas; Docket No. 48371 and 4510
- Cities Served by General Telephone Company of the Southwest (Verizon); Docket Nos. 4300 and 5011
- Project No. 14400 - Integrated Resource Planning
- Office of Public Utility Counsel – AEP Texas, Inc. Docket No. 49494
- Office of Public Utility Counsel – SPS Docket No. 49831

### **North Carolina Utilities Commission**

- Duke Energy Progress – Docket No. E-2 SUB 1142

### **Oklahoma Corporation Commission**

- Arkansas Oklahoma Gas Corporation; Cause No. PUD 001346

### **Railroad Commission of Texas**

- CenterPoint Energy Entex; Docket GUD Nos. 9654, 9902, 10038, 10182, 10432, 10567, and 10920
- Atmos Energy; Docket GUD Nos. 9670, 10000, 10170, 10174, 10359, 10580, and 10900
- Texas Gas Services, Docket GUD Nos. 10488, 10526 and 10766
- TXU Gas; Docket No. GUD 9400
- TXU Gas Transmission; Docket No. GUD 8935
- Lone Star Gas Company Gate Rate; Docket No. GUD 8664
- Lone Star Gas Company Gate Rate; Docket No. GUD 3543

### **Arizona Corporation Commission**

- Arizona Public Service Company, Arizona; Docket No. U-1345-82-266.

### **New Mexico State Corporation Commission**

- Continental Telephone Company of the West; Docket No. 942
- General Telephone Company of the Southwest; Docket No. 990

### **Colorado Public Utilities Commission**

- Southern Colorado Power - Cost Allocation Study

### **Alabama Public Service Commission**

- Alabama Power Company - Fuel Procurement Review

### **Indiana Regulatory Commission**

- Northern Indiana Public Service Company – Cause No. 44733-TDSIC-2
- Northern Indiana Public Service Company- Cause No. 44733-TDSIC-3
- Northern Indiana Public Service Company Cause No. 45159
- Indiana Michigan Power Company Cause No. 45325

**FERC**

- NESCOE, Docket No. ER18-1639 regarding Constellation Mystic Power, LLC

## **Cost Allocation Modeling**

Ms. Cannady has conducted cost allocation modeling for municipal utility clients. She has developed a cost allocation model (CAM) for allocating all utility overhead as well as the city's general fund overhead to the functions of production, distribution and transmission. The objectives of these studies were to more accurately reflect the fully loaded transmission costs to be separated from distribution costs in deregulated utility markets. The CAM models also include functionalizing the aggregated capitalized interest so that the value of the utility assets can be more accurately reported. Ms. Cannady has also assisted municipal clients in developing a cost allocation model to be used by the city to allocate general fund costs to each of its enterprise operations, including the electric utility, water and wastewater, and solid waste. Finally, Ms. Cannady has reviewed the appropriateness of cost allocation methodologies used by utility operations when developing rates. Her cost allocation projects include:

- |  |  |
|--|--|
| ▪ Develop CAM model for Garland Power & Light, Garland, Texas                        | ▪ Develop Indirect Cost Allocation Model – City of Greenville, Texas |
| ▪ Develop CAM model for Water and Wastewater Operations - City of Garland, Texas     | ▪ Develop Indirect Cost Allocation Model – City of Denton Texas      |
| ▪ Review of Overhead Cost Allocations – Lower Colorado River Authority               | ▪ Develop Indirect Cost Allocation Model – City of Terrell, Texas    |
| ▪ Review of Cost Allocation for Maintenance Activities – San Jacinto River Authority | ▪ Develop Indirect Cost Allocation Model – City of Brenham, Texas    |

## **Franchising of Utility Service in Municipal Right-of-Way**

Ms. Cannady has assisted numerous municipalities/counties in negotiating franchises that allow utility service providers to construct in the municipalities' rights-of-way. In addition, Ms. Cannady has assisted in reviewing the actual payments made by the utilities to determine the accuracy of such payments in accordance with franchise terms or state and federal laws. She has assisted municipalities/counties in Texas, California, Washington, New York, Missouri, Illinois, and Kentucky. The majority of the projects concern the payment of cable services, but many of the projects have also involved review of franchising terms and payments from natural gas utility operations, electric service operations and telecommunications services.

## **Right-of-Way Costs**

Ms. Cannady has conducted analysis of the costs incurred by municipalities in allowing utilities to have ubiquitous access to the Right-of-Way. Her clients include:

- |                                  |                                 |
|----------------------------------|---------------------------------|
| ▪ City of Durham, North Carolina | ▪ City of Tucson, Arizona       |
| ▪ City of Atlanta, Georgia       | ▪ Texas Municipal League, Texas |
| ▪ City of Cheyenne, Wyoming      |                                 |

### WORKSHOPS AND PRESENTATIONS

Ms. Cannady is an instructor on behalf of Electric Utility Consultants, Inc. (EUCI), co-authoring and presenting witness preparation materials at multiple conferences and speaking on related topics at industry forums. Her experience includes:

#### **NARUC Staff Subcommittee on Accounting & Finance**

- *Expert Witness Techniques*

#### **Electric Utility Consultants, Inc. (EUCI)**

- *EUCI Witness Preparation Training Conferences*  
(five conferences in 2013, 2014, 2016, 2017  
2018, and 2019)

#### **Government Finance Officers Association of Texas**

- *Franchise Fees – Accuracy and Compliance*
- *Franchise Fees, Identifying the Issues*

#### **Texas Association of Telecommunications Officers and Advisors**

- *Effective Competition: A Case Study - The City of Denton*
- *Issues Regarding Cable Television Franchise Payments*
- *Customer Service Issues*

#### **National Association of Telecommunications Officers and Advisors**

- *Hooray for Competition*
- *Prime Real Estate: Managing the Public Rights-of-Way*

#### **The ABC's of Energy Conference**

- *Rate Making Issues*

#### **Oklahoma Municipal League**

- *Cable Rights*

#### **Federal Bar Association**

- *Basics of Cable Television Regulation*

### Record of Testimony Submitted by Connie Cannady

Utility	Proceeding	Subject of Testimony	Before	Client	Date
1. Southwestern Public Service Company – Xcel Energy	Docket No. 49831	Cost recovery of production related assets for coal and wind facilities and incentive compensation for direct and service company employees	Public Utility Commission of Texas	Office of Public Utility Counsel	2020
2. CenterPoint Energy Entex Beaumont/East Texas Division	GUD No. 10920	Treatment of labor related incentive compensation, pension and OPEB benefits, amortization of regulatory assets, and treatment of non-qualified pension benefits	Railroad Commission of Texas	East Texas Coalition of Cities	2020
3. Atmos West Texas Triangle Pipeline	GUD No. 10900	Treatment of labor related incentive compensation and excess deferred taxes from passage of TCJA	Railroad Commission of Texas	West Texas Cities	2019
4. Indiana Michigan Power Company	Cause No. 45235	Treatment of Tax Rate Change and EDIT Refund, Nuclear Decommissioning Fund, Recovery of Plant Investment, AMI Deployment	Indiana Utility Regulatory Commission	Cities of Marion and Fort Wayne, Indiana	2019
5. AEP Texas, Inc	Docket No. 49494	Revenue Requirements, labor and labor related expenses, storm reserve, impacts of TCJA	Public Utility Commission of Texas	Office of Public Utility Counsel	2019
6. Northern Indiana Public Service Company	Cause No. 45159	Treatment of Corporate Tax Rate Change and EDIT and Depreciation on Early Plant Retirement	Indiana Utility Regulatory Commission	U.S. Steel Corporation	2019
7. Constellation Mystic Power, LLC	Docket No. ER18-1639	Cash Working Capital, Overtime Expense, Incentive Pay, TCJA Impacts and True-Up Protocols	Federal Energy Regulatory Commission	New England States Committee on Electricity	2018
8. Entergy Texas, Inc.	Docket No. 48371	Post Test Year Adjustment, Storm Regulatory Assets, Retired Plant, Employee Benefits, Treatment of Excess Deferred Income Taxes	Public Utility Commission of Texas	Office of Public Utility Counsel	2018
9. Oncor Electric Service Company	Docket No. 48325	Proposed amortization of excess deferred income taxes, refund of income tax overcharges since January	Public Utility Commission of Texas	Alliance of Oncor Cities	2018

**Record of Testimony Submitted by Connie Cannady**

		1, 2018 and appropriate carrying charges			
10. Oncor Electric Service Company	Docket No. 48231	Proposed CIS Depreciation Rate and treatment of Corporate Tax Rate Change in Distribution Cost Recovery Tracker Rate	Public Utility Commission of Texas	Alliance of Oncor Cities	2018
11. CenterPoint Energy Houston Electric	Docket No. 48226	Treatment of Corporate Tax Rate Change in Distribution Cost Recovery Tracker Rate	Public Utility Commission of Texas	Texas Coast Utilities Coalition	2018
12. CenterPoint Energy Entex South Division	GUD No. 10669	Rate Base and Operating Income Issues, Affiliated Charges, Treatment of Excess Deferred Income Taxes (Settled)	Railroad Commission of Texas	Alliance of CenterPoint Municipalities	2018
13. Northern Indiana Public Service Company	Cause No. 44733-TDSIC-3	Treatment of Corporate Tax Rate Change and EDIT	Indiana Utility Regulatory Commission	U.S. Steel Corporation	2018
14. Duke Energy Progress	Docket No. E-2 SUB 1142	Cancelled Plant Prudency, Deferred Asset Treatment, Benefits	North Carolina Utilities Commission	U.S. Dept. of Defense and Other Federal Agencies	2017
15. Northern Indiana Public Service Company	Cause No. 44733-TDSIC-2	Tax Gross-Up Treatment in Investment Tracker	Indiana Utility Regulatory Commission	U.S. Steel Corporation	2017
16. Atmos Pipeline Texas	GUD No. 10580	Rate Base and Operating Income Issues, ADIT NOL	Railroad Commission of Texas	Atmos Cities Steering Committee	2017
17. CenterPoint Energy Entex Texas Gulf Division	GUD No. 10567	Rate Base and Operating Income Issues, Affiliated Charges	Railroad Commission of Texas	Gulf Coast Coalition of Cities	2017
18. CenterPoint Energy Houston Electric	Docket No. 45747	Allocation of Certain Corporate Costs included in DCRF rate adder	Public Utility Commission of Texas	Texas Coast Utilities Coalition	2016
19. CenterPoint Energy Entex	GUD No. 10432	Rate Base and Operating Income Issues, Affiliated Charges	Railroad Commission of Texas	Texas Coast Utilities Coalition	2015
20. Baltimore Gas and Electric	Case No. 9355	Rate Base and Operating Income Issues, Cost Allocation Issues	Maryland Public Service Commission	U.S. Dept. of Defense and Other Federal Agencies	2014
21. Atmos Energy	Docket No. 10359	Rate Base and Operating Income Issues	Railroad Commission of Texas	Atmos Cities Steering Committee	2014

**Record of Testimony Submitted by Connie Cannady**

22. SWEPCO	Docket No. 40443	Rate Base and Operating Income Issues	Public Utility Commission of Texas	Cities Served by SWEPCO	2012
23. CenterPoint Energy Entex	GUD No. 10182	Rate Base and Operating Income Issues	Railroad Commission of Texas Case Settled Before Hearing	East Texas Cities	2012
24. Atmos Energy	GUD No. 10174	Rate Base and Operating Income Issues	Railroad Commission of Texas	West Texas Cities Steering Committee	2012
25. Atmos Energy	GUD No. 10170	Rate Base and Operating Income Issues	Railroad Commission of Texas	Atmos Cities Steering Committee	2012
26. CenterPoint Energy Entex	GUD No. 10038	Rate Base and Operating Income Issues	Railroad Commission of Texas	Steering Committee of Cities Served by CenterPoint South Texas Division	2011
27. Atmos Energy	GUD No. 10000	Rate Base and Operating Income Issues	Railroad Commission of Texas	Atmos Cities Steering Committee	2010
28. Texas-New Mexico Power Company	Docket No. 38480	Rate Base and Operating Income Issues	Public Utility Commission of Texas	Cities Served by TNMP	2010
29. CenterPoint Energy Entex	GUD No. 9902	Labor Costs, Group Benefits, and Valorem Taxes	Railroad Commission of Texas	Gulf Coast Coalition of Cities Served by CenterPoint Houston Division	2009
30. AEP – Texas Central Company	Docket No. 33309	Labor Costs, Group Benefits, and Energy Efficiency Program Costs	Public Utility Commission of Texas	Cities Served by AEP Texas Central Company	2007
31. AEP – Texas North Company	Docket No. 33310	Labor Costs, Group Benefits, and Energy Efficiency Program Costs	Public Utility Commission of Texas	Cities Served by AEP Texas North Company	2007
32. Atmos Energy	Docket No. GUD 9670	Operations and Maintenance Expenses and Summary Schedules	Railroad Commission of Texas	Atmos Cities Steering Committee	2006
33. TXU Gas	Docket No. GUD 9400	Rate Base and Present Revenue Computation	Railroad Commission of Texas	Allied Coalition of Cities	2003
34. Texas-New Mexico Power Company	Docket No. 22745	Fuel Costs and Recovery	Public Utility Commission of Texas	Cities Served by TNMP	2001
35. Lone Star Gas Company	Docket No. GUD 8935	Purchased Gas Adjustment Clause	Railroad Commission of Texas Case Settled Before Hearing	Allied Coalition of Cities	1999

**Record of Testimony Submitted by Connie Cannady**

36. Garland Independent School District v. Lone Star Gas Company	Cause No. 97-00070-A	Natural Gas Billings based on Contractual Rates	Texas State District Court	Garland Independent School District	1997
37. Houston Lighting & Power Company	Docket No. 12065	Appropriate Rate Treatment of Fuel Inventories and Fuel Expense	Public Utility Commission of Texas	Gulf Coast Coalition of Cities	1994
38. Texas Electric Utilities Company	Docket No. 5640	Appropriate Rate Base to be Included in Rates	Public Utility Commission of Texas	Cities Steering Committee	1985



Derek Klingeman assists on cost of service and rate design studies and provides pro forma financial analysis, valuation, and economic impact analysis on a wide variety of projects for NewGen. Mr. Klingeman has worked extensively with large billing databases and hourly/interval load data for cost allocation and rate design purposes. Additionally, he has a background in cash flow analysis and forecasting. Prior to joining NewGen, Mr. Klingeman worked as an energy management consultant for industrial clients with a focus on distributed generation. He holds a master's degree in Mineral and Energy Economics where he studied energy markets and finance.

## EDUCATION

- Master of Science in Mineral and Energy Economics, Colorado School of Mines
- Bachelor of Business Administration in Finance, University of New Mexico

## RELEVANT EXPERIENCE

### Cost of Service and Rate Design – Electric

Mr. Klingeman assists on cost of service and rate design studies for electric utility clients. For cost of service studies, he has forecasted revenue requirement, unbundled revenue requirement into utility functions and subsequent cost categories, and allocated costs to customer classes by deriving allocation factors that support the assignment of shared costs to different functions or classifications. For rate design studies he has modeled the impact to revenues and customer bills of proposed rate changes, including load impacts from the introduction of demand charges and time-of-use rates. He has also evaluated energy consumption profiles, billing accuracy, base operations, contract terms, rate options, asset / facilities upgrades (e.g., energy efficiency/demand response), distributed generation options, and tenant billing recovery for the US Army.

Mr. Klingeman's cost of service and rate design projects include:

- |   |   |
|---|---|
| ▪ Lafayette Utilities System, Louisiana   | ▪ Merced Irrigation District, California      |
| ▪ Riverside Public Utilities, California  | ▪ United Power Electric Cooperative, Colorado |
| ▪ Turlock Irrigation District, California | ▪ Glendale Water & Power, California          |
| ▪ City of Dover, Delaware                 | ▪ City of Vernon, California                  |

*The following represents experience prior to joining NewGen.*

- **National Renewable Energy Laboratory (NREL) – Commercial Licensing Intern.** Performed economic, technological, and market feasibility assessments for nascent NREL innovations, developed patenting and licensing strategies for select NREL technologies, and helped establish and negotiate patent license financial terms with industry partners.
- **Navigant Consulting – Industry Analyst.** Authored report on the status of renewable energy in the mining industry. Responsibilities included conducting interviews with subject matter experts and mining industry leaders, researching mining power consumption and power generation trends, and developing detailed 10-year investment forecasts.
- **Remote Energy Solutions – Research Analyst.** Analyzed energy consumption and energy savings opportunities for large industrial clients. Modeled and performed cash flow analysis of energy efficiency and distributed generation investment opportunities. Researched alternative markets for gas and electricity and incentives for select technologies.



## **APPENDIX B – WORK PRODUCT SAMPLES**

See accompanying document for Appendix B.



## **APPENDIX C – AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR**

**AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR**

STATE OF CALIFORNIA                    )  
  ) ss  
COUNTY OF LOS ANGELES            )

Tony Georgis, being first duly sworn deposes

and says that he/she is Managing Director, Energy Practice

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

of NewGen Strategies and Solutions, LLC

(Insert name of bidder)

who submits herewith to the City of Vernon a bid/proposal;

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such bid/proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Vernon, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of bids/proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his/her bid/proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid/proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his/her bid/proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his/her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Vernon, or to any person or persons who have a partnership or other financial interest with said bidder in his/her business.

I certify under penalty of perjury that the above information is correct

By: Tony Georgis Title: Managing Director, Energy Practice

Date: 2/17/20

EXHIBIT C  
SCHEDULE

Contractor shall be paid upon City's receipt of an invoice issued by Contractor, after each deliverable, pursuant to Section 6.0 as follows:

**FEES AND COSTS**

Item:	Labor Cost	Expenses	Total
<b>Service Area 1: Financial Services</b>			
Task 1: Project Kickoff	\$9,850	\$3,025	\$12,875
Task 2: Financial Model and COS	\$38,950	\$1,550	\$40,500
Task 3: Rate Design and Tariffs	\$14,700	\$1,075	\$15,775
Task 4: Support for Accounting and Budgeting	\$14,400	\$0	\$14,400
Task 5: Support Gas Contracts and Agreements	\$26,350	\$0	\$26,350
Service Area 1 Subtotal:	<b>\$104,250</b>	<b>\$5,650</b>	<b>\$109,900</b>
<b>Service Area 2: Business Development</b>			
Task 6: Strategic Plan	\$46,800	\$9,275	\$56,075
Task 7: Marketing and Customer Service Support	\$31,800	\$0	\$31,800
Service Area 2 Subtotal:	<b>\$78,600</b>	<b>\$9,275</b>	<b>\$87,875</b>

NewGen Strategies & Solutions  
2020 Billing Rates

Position	Hourly Billing Rate
President/CEO	\$345
Managing Director (Energy Practice, Environmental Practice)	\$300
Director / Vice President / Executive Consultant	\$215 - \$345
Senior Consultant	\$185 - \$215
Staff Consultant	\$130 - \$185
Analyst	\$125 - \$130
Administrative Assistant	\$100

EXHIBIT D  
LIVING WAGE PROVISIONS

**Minimum Living Wages:**

A requirement that Employers pay qualifying employees a wage of no less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits.

**Paid and Unpaid Days Off:**

Employers provide qualifying employees at least twelve compensated days off per year for sick leave, vacation, or personal necessity, and an additional ten days a year of uncompensated time for sick leave.

**No Retaliation:**

A prohibition on employer retaliation against employees complaining to the City with regard to the employer's compliance with the living wage ordinance. Employees may bring an action in Superior Court against an employer for back pay, treble damages for willful violations, and attorney's fees, or to compel City officials to terminate the service contract of violating employers.



EXHIBIT E

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 G2 INTEGRATED SOLUTIONS, LLC FOR NATURAL GAS COMPLIANCE SERVICES

COVER PAGE

Contractor:	G2 Integrated Solutions, LLC
Responsible Principal of Contractor:	John F. Kill, General Manager, GCRO
Notice Information - Contractor:	G2 Integrated Solutions, LLC 10850 Richmond Avenue, Suite 200 Houston, Texas 77042 Attention: John F. Kill, General Manager Phone: 713-260-4000 Email: <a href="mailto:contracts@g2-is.com">contracts@g2-is.com</a>
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Abraham Alemu Utilities General Manager Telephone: (323) 583-8811 ext. 834 Facsimile: (323) 826-1408
Commencement Date:	July 1, 2020
Termination Date:	June 30, 2023
Consideration:	Total not to exceed \$400,000.00 (includes all applicable sales tax); and more particularly described in Exhibit C
Records Retention Period:	Three (3) years, pursuant to Section 11.20

## SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND G2 INTEGRATED SOLUTIONS, LLC FOR NATURAL GAS COMPLIANCE SERVICES

This Contract is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and G2 Integrated Solutions, LLC, a Texas limited liability company ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on June 16, 2020.

### 2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Request for Proposals dated January 13, 2020, Exhibit "A", and Contractor's proposal to the City ("Proposal") dated March 2, 2020, Exhibit "B", both of which are attached to and incorporated into this Contract, by reference.

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

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

### 3.0 PERSONNEL.

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

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

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

### 4.0 TERM.

The term of this Contract shall commence on July 1, 2020, and it shall continue until June 30, 2023, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

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

5.2 Contractor's grand total compensation for the entire term of this Contract, shall not exceed \$400,000.00 without the prior authorization of the City, as appropriate, and written amendment of this Contract.

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

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

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

5.4.2 Approved reproduction charges.

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

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

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

6.0 PAYMENT.

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

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

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

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

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

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

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

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

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

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

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

ii. Contractor agrees to subrogate automobile liability resulting from performance

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

iii. General Liability with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Contractor's performance of this Contract.

- (1) If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.
- (2) Contractor agrees to subrogate General Liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services.

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

coverage for at least one (1) year after the termination of this Agreement.

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

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

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

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

viii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

ix. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory



insurance coverage, City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due to Contractor, at City's option; (b) immediately terminate this Contract and seek damages from the Contract resulting from said breach; or (c) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due to Contractor.

#### 11.0 GENERAL TERMS AND CONDITIONS.

##### 11.1 INDEPENDENT CONTRACTOR.

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

11.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

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

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

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

11.5 RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

11.8 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties from their obligations or otherwise constitute a novation.

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

11.10 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

#### 11.11 INTERPRETATION.

11.11.1 Applicable Law. This Contract shall be deemed a contract and shall be governed by and construed in accordance with the laws of the State of California. Contractor agrees that the State and Federal courts which sit in the State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

11.11.2 Entire Agreement. This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).

11.11.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

11.11.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

11.11.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

11.11.6 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

11.11.7 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.12 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term, and provision hereof.

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon  
Public Utilities Department  
Attention: Abraham Alemu, General Manager  
4305 Santa Fe Avenue  
Vernon, CA 90058

If to the Contractor:

G2 Integrated Solutions, LLC  
Attn: John F. Kill, General Manager, GCRO  
10850 Richmond Avenue, Suite 200  
Houston, TX 77042

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt, or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

11.16 NO THIRD PARTY RIGHTS. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right or remedy in, under, or to this Agreement.

11.17 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby. Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing

that non-performance or delay will apply to this Contract as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Contract. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force Majeure default, then the city may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

11.19 TERMINATION FOR CAUSE. Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance. If this Agreement is terminated as provided herein, City may require, at no additional cost to City, that Contractor provide all finished or unfinished documents, data, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

11.19.1 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11.20 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals, and overhead.

11.21 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer, or employee of the Contractor is a director, officer, or employee of the City of Vernon, or a member of any of its boards, commissions, or committees, except to the extent permitted by law.

11.22 HEADINGS. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

11.23 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 LIVING WAGES Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "D". Upon the City's request, certified payroll records shall promptly be provided to the City



11.25 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "E".

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Commencement Date stated on the cover page.

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

G2 Integrated Solutions, LLC, a Texas limited  
liability company

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

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

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

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

ATTEST:

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

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

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

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

APPROVED AS TO FORM:

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

EXHIBIT A  
REQUEST FOR PROPOSALS

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

**Natural Gas Financial and Compliance  
Support Services**



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

## **1. INTRODUCTION AND PROJECT**

The City of Vernon is requesting proposals for Natural Gas Financial, Operational, and Compliance Services to conduct various specialized support activities beyond the daily operations of the gas system.

The City reserves the right to award contracts to multiple contractors as a result of this Request for Proposals (RFP). Alternatively, the City may select one contractors for the entirety of the requested services, however, no more than one contractor will be selected for each distinct Service Area listed below in Section 4. Selection will be based on demonstrated competence in each subject area, and a cost-effective approach to design, conduct, and assist with the specific items defined in this RFP.

## **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. The City Council annually appoints a Mayor and a Mayor Pro Tem from its own membership to serve one-year terms.

**Labor Force:** Vernon has approximately 280 employees, and its departments include a Fire Department, Police Department, Finance Department, Public Works Department, Public Utilities Department and Health and Environmental Control Department. Present bargaining units recognized include the Vernon Police Officers Benefit Association, Vernon Police Management Association, Vernon Firemen’s Association, the Vernon Fire Management Association, International Brotherhood of Electrical Workers Local 47, and Teamsters Local 911.

## **3. OVERALL SERVICE**

As a smaller gas utility, Vernon maximizes the operational efficiency of its gas system by using full-time employees to handle daily operating requirements, while using outside expertise for other requirements that are periodic or otherwise specialized. In this way, Vernon is able to leverage experience from the outside without having to hire full-time specialists that would not be fully utilized. The scope below covers many items that may be requested of the successful proposer. Proposals should be designed such that the scope of work provided can be flexible based on Vernon’s needs. The successful contractor will work with various personnel from the City: Field staff, the Natural Gas Superintendent, Compliance Administrator, the Engineering and Operations Managers, and occasionally the General Manager, City Administrator, and City Council.

## **Gas System Overview**

The City of Vernon Public Utilities (VPU) obtains its natural gas from various sources. The gas is odorized and delivered to Vernon by the Southern California Gas Company (SoCalGas). Vernon serves natural gas to approximately 115 commercial and industrial customers and has the infrastructure to serve approximately 900 customers within the City's service area. Gas is delivered to the City at two receiving stations. Vernon's transmission system became operational in 2005, and is a designated high-consequence area. It is comprised of 7 miles of 10-inch steel main. Vernon's distribution system became operational in 2006. It consists of approximately 44 miles of 6-inch Polyethylene (PE) pipe.

#### **4. SCOPE OF SERVICES REQUIRED**

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

##### **SERVICE AREA 1: Financial Services**

###### **A. Gas Tariff, Rates, and Comparison Analysis**

1. Recommend gas rate changes and other changes to Vernon gas tariff
2. Prepare tariff documents for legal and council approval
3. Prepare customer transportation and commodity agreements for execution, as required

###### **B. Gas Accounting and Income/Expense Monitoring**

1. Monitor Gas Enterprise income and expenses compared to budget
2. Support preparation of annual gas enterprise budget
3. Provide monthly commodity price for retail customers

###### **C. Natural Gas Marketers and SoCalGas**

1. Resolve technical issues with gas marketers and SoCalGas
2. Monitor SoCalGas tariff for changes affecting Vernon
3. Liaison to Resource Management regarding gas procurement matters
4. Provide analysis for proposed NAESB gas purchase agreements

##### **SERVICE AREA 2: Business Development Services**

###### **A. Gas Customer Connections / Ongoing Customer Support**

1. Develop a municipal gas strategic plan and marketing plan
2. Support ongoing marketing efforts
3. Maintain updated savings comparison templates
4. Evaluate connection economics
5. Support equipment acquisition

##### **SERVICE AREA 3: Compliance Services**

###### **A. Pipeline Safety and DOT-PHMSA Compliance (Title 49- Parts 191, 192, and 199 CFR)**

1. Support preparation for DOT-PHMSA and/or CPUC audits and inspections
2. Ongoing support for compliance with DOT-PHMSA requirements
3. Streamline transmission and distribution pipeline integrity management programs, including pipeline threat & risk assessments
4. Provide subject matter expertise in the documentation and development of processes, procedures and manuals for smaller utilities
  - a. Support implementation of compliance management software

Respondent may submit a proposal for all or may submit multiple proposals for each individual subset of the identified Service Areas. The Proposals shall clearly identify which subset of the identified Service Areas the Respondent is proposing. Proposals must include a proposed budget for each individual Service Area. Respondents will provide a logical breakdown of site visits and offsite analysis. All deliverables must be provided in both PDF and editable electronic formats. Contractor shall maintain a list of project action items, updated for all meetings.

VPU's gas pipeline system specifications and compliance programs are not included in this RFP due to their confidential nature. Upon contract award, Contractors will be required to execute a Non-Disclosure Agreement to cover all pertinent controlled documents.

## **5. QUALIFICATIONS & CRITERIA**

A. **Qualifications:** The City of Vernon will select one contractor for each Service Area in 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:

1. Primary person handling each Service Area will have at least ten (10) years of natural gas experience related to the scope of services provided herein.
2. Proven success with similar services elsewhere, in particular with small utilities.
3. Four-year college degree or advanced degree in the physical sciences, engineering, or related field (as determined by the city).
4. Service Area 3 respondents must have experience in supporting PHMSA or California Public Utilities Commission (CPUC) gas audits.
5. Service Area 3 respondents shall have completed a minimum of two PHMSA compliance program audits resulting in finding of Satisfactory.

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. 40% Qualifications, background and prior experience of the contractor 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. 30% Cost and fees to the City for handling matters. Cost is not the sole determining factor but will be taken into consideration. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer. If rates differ for different types or levels of service, or for different Service Areas, the Proposer should so state.
3. 10% Responsiveness to the RFP, and quality and responsiveness of the proposal.
4. 20% References including past performance of proposer.

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

Respondents are asked to submit one (1) unbound original, (4) hard copies and one (1) electronic copy (via email to [AKimmey@ci.vernon.ca.us](mailto:AKimmey@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 company 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: "Natural Gas Support Services" and include the name of the primary contact for the respondent.

Deliver the response to:

City of Vernon

Attention: Angela Kimmey, Compliance Administrator

4305 Santa Fe Avenue

Vernon, CA 90058

4. Responses are due on or **before 5:00 p.m. on Monday February 17<sup>th</sup>, 2020**. Late response will not be accepted.
5. If you have any questions about this RFP, related to Service Areas 1 or 2 please contact Todd Dusenberry [TDusenberry@ci.vernon.ca.us](mailto:TDusenberry@ci.vernon.ca.us) (323) 583-8811 ext. 579. For questions related to Service Area 3, please contact Angela Kimmey [AKimmey@ci.vernon.ca.us](mailto:AKimmey@ci.vernon.ca.us) at (323) 583-8811 ext. 876. 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 signed 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:** Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer's most favorable terms and conditions, since selection and award may be made without discussion with any contractor. All prices should reflect "not to exceed" amounts per item. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer.
- 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 contractor 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 signed, "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 a contract 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 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. LIVING WAGE ORDINANCE**

The selected consultant shall pay qualifying employees a wage of not less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits. The consultant shall also provide qualifying employees at least twelve days off per year for sick leave, vacation or personnel necessity, and an additional ten days a year of uncompensated time for sick leave. There shall be a prohibition on an employer retaliation against an employee's complaining to the City with regard to the employer's compliance with the living wage ordinance. Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "D" of the standard form contract, attached hereto as Exhibit B. Upon the City's request, certified payroll records shall promptly be provided to the City.

**11. STANDARD TERMS AND CONDITIONS**

Prior to the award of any work hereunder, City and proposer shall enter into the written contract for services attached hereto as Exhibit B. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the Contract. The term of the Contract shall not exceed three (3) years.

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

March 2013

EXHIBIT B  
STANDARD FORM CONTRACT

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S  
NAME] FOR [BRIEF DESCRIPTION OF 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] Facsimile: [insert fax number]
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Abraham Alemu Utilities General Manager Telephone: (323) 583-8811 ext. 834 Facsimile: (323) 826-1408
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 C
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S NAME]  
FOR [BRIEF DESCRIPTION OF SERVICES]

This Contract 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 Request for Proposals dated \_\_\_\_\_, Exhibit "A", and Contractor's proposal to the City ("Proposal") dated \_\_\_\_\_, Exhibit "B", both of which are attached to and incorporated into this Contract, by reference.

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

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

3.0 PERSONNEL.

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

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

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

4.0 TERM.

The term of this Contract shall commence on [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 "C" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Contract, shall not exceed [state amount] without the prior authorization of the City, as appropriate, and written amendment of this Contract.

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

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

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

5.4.2 Approved reproduction charges.



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

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

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

6.0 PAYMENT.

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

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

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

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

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

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

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

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

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

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

coverage.

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

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

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

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

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

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

the performance of the services.

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

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

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

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

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

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

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

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

#### 11.0 GENERAL TERMS AND CONDITIONS.

##### 11.1 INDEPENDENT CONTRACTOR.

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

11.1.2 Contractor acknowledges that Contractor and any subcontractors,

agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

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

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

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

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

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

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

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

11.8 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties from their obligations or otherwise constitute a novation.

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

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

enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

#### 11.11 INTERPRETATION.

11.11.1 Applicable Law. This Contract shall be deemed a contract and shall be governed by and construed in accordance with the laws of the State of California. Contractor agrees that the State and Federal courts which sit in the State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

11.11.2 Entire Agreement. This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).

11.11.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

11.11.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

11.11.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.



11.11.6 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

11.11.7 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.12 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term, and provision hereof.

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon  
Public Utilities Department  
Attention: Abraham Alemu, General Manager

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 Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City

thereby. Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Contract as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Contract. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force Majeure default, then the city may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

11.19 TERMINATION FOR CAUSE. Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance. If this Agreement is terminated as provided herein, City may require, at no additional cost to City, that Contractor provide all finished or unfinished documents, data, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

11.19.1 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11.20 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals, and overhead.

11.21 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer, or employee of the Contractor is a director, officer, or employee of the City of Vernon, or a member of any of its boards, commissions, or committees, except to the extent permitted by law.

11.22 HEADINGS. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

11.23 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 LIVING WAGES Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "D". Upon the City's request, certified payroll records shall promptly be provided to the City

11.25 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "E".

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Commencement Date stated on the cover page.

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

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

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

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

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

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

ATTEST:

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Hema Patel, City Attorney

EXHIBIT A  
REQUEST FOR PROPOSALS

EXHIBIT B  
PROPOSAL



EXHIBIT C  
SCHEDULE

## EXHIBIT D

### LIVING WAGE PROVISIONS

#### **Minimum Living Wages:**

A requirement that Employers pay qualifying employees a wage of no less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits.

#### **Paid and Unpaid Days Off:**

Employers provide qualifying employees at least twelve compensated days off per year for sick leave, vacation, or personal necessity, and an additional ten days a year of uncompensated time for sick leave.

#### **No Retaliation:**

A prohibition on employer retaliation against employees complaining to the City with regard to the employer's compliance with the living wage ordinance. Employees may bring an action in Superior Court against an employer for back pay, treble damages for willful violations, and attorney's fees, or to compel City officials to terminate the service contract of violating employers.

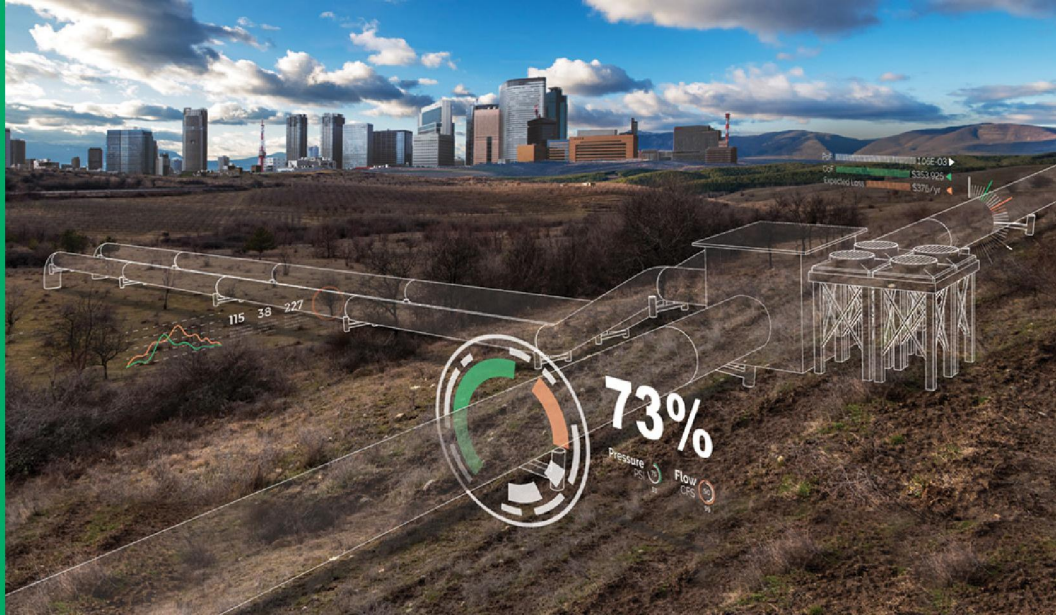
EXHIBIT E  
EQUAL EMPLOYMENT OPPORTUNITY  
PRACTICES PROVISIONS

- 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.

EXHIBIT B  
PROPOSAL



INTEGRATED  
SOLUTIONS



City of Vernon RFP, January 13, 2020

## Support Services: Natural Gas Financial, Operational, and Compliance Services



**Submitted on:** March 2, 2020

**Submitted to** Angela Kimmey, Compliance Administrator, 323-583-8811 ext. 876,  
[AKimmey@ci.vernon.ca.us](mailto:AKimmey@ci.vernon.ca.us)

**Submitted by:** Stephenie Gaudet, Vice President, 202-870-1600,  
[Stephenie.Gaudet@g2-is.com](mailto:Stephenie.Gaudet@g2-is.com)

**Tracking codes:** OPP01875

(Prices are valid for 90 days from the date of submittal)

Version	Date	Author	Approved by	Summary
1.1	2/17/2020	Alanna Herron	John F. Kill	Initial Proposal to Client
2.1	3/2/2020	Alanna Herron	John F. Kill	Proposal Revision

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## **ABOUT G2-IS**

G2 Integrated Solutions (G2-IS) delivers expertise to pipeline operators, utility companies, and other energy stakeholders in eight specialized service disciplines:

- Asset Integrity
- Engineering
- Regulatory and Strategic Consulting
- Geospatial
- Field Assurance
- Programmatic Management Solutions
- Safety and Risk Management
- Software and Technology

### Quality

G2-IS maintains a Quality Management System in accordance with the principles of ISO 9001:2015. G2-IS works within controlled management systems to drive continual improvement and ensure customer satisfaction through the reliable delivery of high-quality products, services and outcomes. By delivering in a consistent manner along with appropriate management and employee focus, G2-IS improves efficiency, reduces waste, and ultimately saves money for its customers.

### Health, Safety and Environment

G2-IS is committed to maintaining a safe and incident-free working environment for our people and our customers, and to sound environmental stewardship. G2-IS is committed to this by reducing and eliminating workplace hazards and adopting a proactive approach, improving investigation processes, increasing employee participation, and ensuring necessary and legislative awareness and compliance.

G2-IS abides by the Health and Safety principles of OHSAS 18001 and the Environmental philosophies of ISO 14001, and will be pursuing an independent assessment of our systems to obtain Health and Safety certification, and Environmental certification.

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## 1.0 Introduction

The City of Vernon Public Utilities (VPU) has issued the City of Vernon Natural Gas Financial and Compliance Support Services Request for Proposals (RFP) dated January 13, 2020 to conduct various specialized support activities related to financial, operational, and compliance support. The RFP notes that respondents may submit a proposal for one or all of the service areas identified. While G2-IS is able to assist VPU with certain functions of Service Area 1: Financial Services and Service Area 2: Business Development Services, G2-IS is best suited to performing the tasks outlined for Service Area 3: Compliance Services. Therefore, the following response outlines G2-IS' approach and cost to perform only Service Area 3: Compliance Services tasks.

G2-IS is ideally suited to perform the compliance support services for VPU as many of the G2-IS regulatory team members have worked for the U.S. Department of Transportation's (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) in the recent past, and all have decades of experience working with PHMSA and state regulatory requirements. Our combination of deep engineering expertise with industry-leading operational, integrity, and regulatory experience in transmission and distribution systems enables us to efficiently provide solutions that meet the everyday operational needs of system operators, as well as being engineered to industry-leading standards of safety and quality excellence.

G2-IS' many years of experience on both the regulator side and operator side of the audit/inspection experience, ensures a thorough understanding of how to prepare for and successfully execute regulatory audits. G2-IS' subject-matter experts (SMEs) will be invaluable resources for preparing VPU to undergo state and federal inspections. Preparation begins with having and maintaining compliant regulatory programs. G2-IS' SMEs have developed, maintained, and audited numerous DOT-PHMSA compliance program manuals, procedures, policies, and forms for many operators, both large and small. As this proposal details, G2-IS will work with stakeholders to ensure that VPU compliance program documentation and records meet PHMSA and California Public Utilities Commission (CPUC) requirements, as well as being designed in accordance with industry best practices. Additionally, G2-IS regulatory and SharePoint SMEs will work with VPU stakeholders in the implementation of the compliance management software by ensuring that compliance tasks are accurately tracked and documented.



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## 2.0 General Scope of Work

G2-IS has chosen to only respond to Service Area 3: Compliance Services as this is a core area of expertise for G2-IS. Based on the RFP provided to G2-IS by VPU, the overall goal is to assist VPU stakeholders with the following activities:

- Preparation for DOT-PHMSA and/or CPUC audits and inspections
- Provide compliance support for DOT-PHMSA requirements (49 CFR Parts 191, 192, and 199)
  - Assist VPU in the documentation and development of processes, procedures, and manuals related to its DOT-PHMSA compliance program
- Revision of transmission and distribution pipeline integrity management programs, including pipeline threat and risk assessments
- Support implementation of existing compliance management software by ensuring that compliance tasks are adequately tracked and documented as required by regulation

## 3.0 Work Plan

G2-IS proposes the following project tasks and deliverables related to Service Area 3: Compliance Services.

### 3.1 State and Federal Audit Support

G2-IS' Regulatory Compliance staff has many years of experience performing federal (PHMSA) audits, training federal and state inspectors, and supporting pipeline and facility operators to successfully prepare for and execute such regulatory audits. As part of this scope of work, G2-IS will work with key VPU stakeholders to review and update, as needed, compliance program manuals, procedures, forms, and records to ensure compliance with 49 CFR Parts 191, 192, and 199, as well as applicable CPUC requirements. This task is focused on audit/inspection support; therefore, once G2-IS has been notified by VPU of an upcoming audit, G2-IS will conduct a mock audit (in advance) specific to the regulatory program to be inspected to ensure that VPU procedures and records are compliant, as well as perform field observations, as appropriate.

The mock audits will be conducted by one or more SMEs and will be based on the most current inspection protocols provided by, or available from, the regulatory agency. Additionally, G2-IS will work with VPU stakeholders to address any identified

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gaps in compliance programs or record-keeping practices and to respond to information requests from regulatory agencies prior to the audit. G2-IS SMEs also will be available to assist VPU during the audit to support discussions and review field and compliance records.

Deliverables associated with this task include (on an as-needed basis):

- Support preparation for compliance audit(s)
- Mock audit and compliance gap analysis report(s)
- Onsite state or federal audit(s) support

Support associated with this task will be on an “as-needed” basis, determined by notification of impending state or federal audits. If there are no audits identified during the contract period, there will be no charges to this task. For purposes of this RFP, G2-IS has provided a quote for an estimated **three** (3) state or federal audits per year, including transmission and distribution assets. A change order will need to be executed if additional audit support is required.

### **3.2 Compliance Program Support**

In accordance with 49 CFR 192, most regulatory program manuals are to be reviewed annually, not to exceed fifteen (15) months. Unless the program is being reviewed as part of a mock audit (Task 3.1), G2-IS will work with VPU stakeholders to ensure that all processes, procedures, and manuals are compliant current 49 CFR 191, 192, 196, and 199 requirements, and appropriate records are being generated and maintained. Current PHMSA inspection protocols for gas transmission and distribution pipelines will be the basis for assessment for each program. Annual program evaluations will be staggered throughout the year based on schedules, while ensuring that evaluations are completed within timeframes dictated by the regulations. Each program and its associated procedures will be evaluated separately; gaps will be identified and prioritized (if any); and, an assessment report will be provided to VPU stakeholders.

VPU will have the opportunity to review, make comments on, request edits to, and address any concerns with report findings prior to report finalization. All reports will include recommended mitigation, which may require development of missing processes or forms, or revisions to improve processes or documentation standards. G2-IS will work with VPU stakeholders to finalize reports and identify key decision points.

Of particular note, all compliance manuals and procedures will be reviewed, and updates recommended, based on the recent gas transmission final rule, published in the Federal Register on October 1, 2019, with a rule effective date of July 1, 2020.

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Based on any deficiencies of the identified manuals and procedures, G2-IS will provide VPU a remediation plan to address gaps. The remediation plan will need to be reviewed and approved by VPU prior to implementation of recommended revisions. The remediation plan will include an estimate for G2-IS to mitigate identified compliance deficiencies, if any.

Unless the required annual review has been completed as part of Tasks 3.1 or 3.5, compliance programs (manuals and procedures) to be reviewed as a part of this task include:

- Operations and Maintenance (O&M) Program
- Distribution Pipeline Integrity Program
- Transmission Pipeline Integrity Program
- Emergency Response Plan
- Operator Qualification Program
- Public Awareness Program
- Drug and Alcohol Testing Program

Deliverables associated with this task include:

- Applicable PHMSA inspection forms or protocols (MS Word)
- Compliance gap report and remediation plan
- Support with development or revision of existing processes, procedures, and manuals

### **3.3 Integrity Management Program Revision**

VPU has requested that the selected vendor streamline VPU's transmission and distribution pipeline integrity management programs (IMPs), including pipeline threat and risk assessments. G2-IS' asset integrity and regulatory compliance SMEs have experience assisting operators of all sizes with implementation of their IMPs, from those with thousands of miles of pipelines and multiple facilities to those with minimal mileage that are nonetheless regulated due to product and location. G2-IS' SMEs will use this experience and expertise to guide VPU in the revision of the transmission and distribution IMPs. G2-IS will provide recommendations to VPU for ensuring that pipeline threat and risk assessments are focused and integrated, as well as being forward-looking to regulatory changes that are currently under consideration. G2-IS

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will work with VPU stakeholders to ensure IMPs that can be efficiently implemented on a scale appropriate for a small utility with limited physical and financial resources, while upholding VPU's safety, compliance, and asset integrity goals.

G2-IS proposes to conduct a transmission and distribution pipeline IMP (TIMP/DIMP) workshop with VPU stakeholders at VPU's offices to discuss program history, performance, effectiveness, and other metrics prior to revision of the programs. This workshop will be used to create a "road map" of the streamlined programs and clarify VPU's objectives and expected outcomes. The workshop is expected to last no more than two and a half (2.5) days. Following the workshop, G2-IS will provide revised IMPs based on changes discussed and within the timeframe agreed on during the workshop.

Deliverables associated with this task include:

- Onsite workshop with VPU stakeholders (2.5 days)
- Review and revision of VPU's transmission and distribution pipeline IMPs

### **3.4 Compliance Management Software Implementation Support**

Based on conversions with VPU, a new compliance management software has been implemented to track and manage PHMSA compliance tasks. G2-IS offers such software and has experience working with operators establishing and implementing new compliance tracking tools. Additionally, G2-IS is experienced with establishing, configuring, and maintaining SharePoint platforms, both internally and for clients. G2-IS' SMEs will assist VPU in setting up appropriate compliance tasks, timeframe, notifications, etc., to ensure that the software is managed and maintained to address all PHMSA requirements applicable to VPU assets. G2-IS will work with VPU to translate hardcopy policies and procedures into compliant electronic processes, and with developing electronic forms (as needed) to accurately document O&M activities.

Deliverables associated with this task include:

- Support identifying and converting compliance tasks to electronic processes
- Ensure compliance of, or develop, field forms for data capture
- Collect and input data (as needed)

As support associated with this task will be on an "as-needed" basis, determined by requests from VPU personnel, G2-IS has provided a quote for an **estimated** number of support and data entry hours per year. A change order will need to be executed if additional support is required.

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### **3.5 Review the Operations, Inspection and Maintenance Plan and Procedures**

G2-IS will conduct a thorough review of VPU's Natural Gas System Operations, Inspection and Maintenance (OIM) Plan dated July 2019 and the natural gas procedures. As VPU has recently completed a successful audit of this document, G2-IS will not complete a compliance audit but, per VPU's request, will assess the OIM Plan and procedures to determine the best organization of the material. G2-IS will also work with key VPU stakeholders to customize the OIM Plan and procedures to VPU's operations.

G2-IS will identify areas of improvement in the current OIM Plan and procedures and work with VPU to create a plan to correct any deficiencies identified. G2-IS will work with VPU's Gas Superintendent to capture actual compliance documentation (records/forms) associated with field performance of operations and maintenance procedures to ensure compliant records are being generated. G2-IS anticipates spending three (3) days onsite with VPU personnel to review procedures and observe operations and maintenance activities. This assessment will be critical to ensuring procedures and forms are compliant and specific to VPU's operations. G2-IS will provide a written assessment report that will include remediation recommendations for any deficiencies found.

Deliverable:

- OIM Plan Assessment Report

### **3.6 Revise OIM Plan and Procedures**

Based on the changes identified in Task 3.2, G2-IS will revise the OIM Plan based on code requirements and industry best practices while ensuring the document is applicable to VPU's current operations. G2-IS's SME, working with VPU, will ensure that the OIM Plan includes all appropriate procedures based on operations and that appropriate records or forms are generated to document compliance.

G2-IS will submit a draft, revised OIM Plan and procedures to VPU for one consolidated review all documents for VPU edits or acceptance. A meeting will be scheduled to review the documents and answer any questions or open issues. Appropriate VPU stakeholders will need to be available. Based on this review, appropriate changes will be compiled and integrated into final documents.

Deliverables:

- Revised OIM Plan (draft and final)
- Revised, OIM Procedures

## 4.0 Fees and Costs

**Table 4-1: Pricing**

Task	Sub-task Price	Task Price Estimate
3.1 State and Federal Audit Support (3)	—	\$46,368.00*
3.2 Compliance Program Support	—	\$58,426.00*
General Support (estimate of hours)	\$7,875.00*	
DIMP Audit	\$7,060.00	
OQ Audit (including onsite evaluation)	\$13,734.00	
TIMP Audit	\$9,156.00	
Emergency Response Audit	\$6,867.00	
Public Awareness Audit	\$6,867.00	
Drug and Alcohol Program Audit	\$6,867.00	
3.3 Integrity Management Program Revision		\$27,825.00
3.4 Compliance Management Software Implementation Support		\$19,530.00*
3.5 Review the Operations, Inspection and Maintenance Plan and Procedures		\$22,155.00
3.6 Revise OIM Plan and Procedures		\$22,575.00
Project Management and Controls		\$14,517.00
Expenses (based on required travel)		TBD
<b>FINAL</b>		<b>\$211,396.00</b>

*\* Hours estimated for support tasks will be at VPU's direction. Support tasks will be billed on an **as needed** basis based on rates listed in Appendix A - 2020 Schedule of Rates.*

## 5.0 Ability of Proposer to Perform

G2-IS will assign a project team with the necessary skills and expertise to perform the work required for the project (See Appendix D – Biographies). The project team key roles will include regulatory compliance and asset integrity SMEs, project management, technical writers, and project controls. G2-IS may, at its discretion, substitute staff on the project with other individuals of comparable skill and ability; however, key personnel will not be changed without agreement between G2-IS and VPU.

G2-IS has conducted numerous mock-PHMSA compliance audits for clients nationwide and has supported a large California utility operator with preparation for



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California Public Utility Commission (CPUC) audits. Appendix C – Relevant Experience outlines the relevant G2-IS project experience with state and federal compliance audits. Due to confidentiality concerns, client names and contacts have been omitted as this RFP response shall become public record on delivery to VPU. This information will be provided following execution of a Non-Disclosure Agreement.

## **6.0 Project Assumptions**

Following is a list of key assumptions that could influence the price, schedule, and resources necessary to successfully complete this project:

- VPU system and compliance program data, as requested by G2-IS, is electronically available and is submitted in a timely manner
- Timely feedback and availability of stakeholders to review findings and data, and attend the onsite audit(s)
- One consolidated review per applicable deliverable; consolidated reviews comprise VPU gathering comments/questions from all VPU participants or reviewers
- While not included or priced within this scope of work, at the direction of VPU, G2-IS will provide a quote to support execution of O&M program or TIMP/DIMP activities, such as:
  - High consequence area (HCA) analysis or class location studies
  - Risk assessment and risk management activities
  - Establishing a Baseline Assessment Plan
  - Developing and implementing preventative and mitigative measures

Changes to the project scope will be managed via a change order process agreed on between the parties. As multiple tasks will be performed on an “as-needed” basis, price estimates have been provided (Table 4-1) based on an estimated number of hours.

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## 7.0 Proposal Acceptance

In accordance with the RFP, this request for services, initiated by VPU, will be executed under a written contract for services to be executed prior to commencement of work.

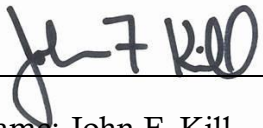
Unless executed by G2-IS and VPU, this proposal is non-binding and prices are valid for ninety (90) days from the date of submittal. After that date, G2-IS reserves the right to review the pricing and schedule prior to entering into an agreement to perform the work. Work will not begin until an authorization agreement is executed. G2-IS appreciates the opportunity to provide our consulting services to VPU. Please indicate your acceptance of this proposal by signing below.

**Project Name:** Support Services: Natural Gas Financial, Operational, and Compliance Services

**Price Estimate:** based on multiple support tasks with an estimated number of hours. All support will be billed as accrued on a time and materials basis and will not exceed estimates given on Table 4-1 without prior approval of VPU.

### G2 Integrated Solutions, LLC

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



Printed Name: John F. Kill

Title: General Manager, GCRO

Date: March 2, 2020

### City of Vernon Public Utilities

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

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

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

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



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## **Appendices**

## Appendix A - 2020 Schedule of Rates

### G2 Integrated Solutions 2020 SCHEDULE OF RATES

<u>Categories</u>	<u>Labor Billing Rate Per Hour (\$USD)</u>
Assistant Technician / Administrator	\$75
Technician / Specialist / Project Controls	\$90
Lead Specialist / Lead Controls	\$125
Sr. Specialist / Project Manager	\$170
Principal Specialist / Sr. Project Manager	\$225
Director	\$325
Technical Authority	\$375
Software & Technology Developers	\$215
<u>Activities</u>	
<ul style="list-style-type: none"> <li>• Asset Integrity</li> <li>• Engineering</li> <li>• Field Services</li> <li>• Geospatial</li> </ul>	<ul style="list-style-type: none"> <li>• Project Services &amp; Support</li> <li>• Regulatory Compliance Support</li> <li>• Software &amp; Technology</li> <li>• Consulting and Technical Services</li> </ul>
Administrative Fee (Admin Fee) <i>Applied to labor for all time and material basis projects.</i>	5%
Advanced Software Fee (ASF) <i>Charged per hour for specialized software used for services.</i>	\$10.00/Labor Hour
Subcontracted Services and Project Expenses	Cost + 15%

## Appendix B – Affidavit of Non-Collusion

To whom it may concern:

The undersigned certifies under penalties of perjury that this bid is in all respects bon ~~afide~~, fair and without collusion or fraud with any other person. As used in this section the word 'person' means any natural person, joint venture, partnership, corporation or other business or legal entity. Further, I certify that the items to be supplied by my firm will meet or exceed the specifications as listed in this request for bid.

**G2 Integrated Solutions, LLC**

Signature:

A handwritten signature in black ink, appearing to read "JF Kill", written over the printed name.

Printed Name: John F. Kill

Title: General Manager, GCRO

Date: February 17, 2020

## **Appendix C – Relevant Experience**

### **Alaska Oil and Gas Pipeline Operator**

G2 Personnel: Wallace McGaughey, TK Akins

G2-IS was enlisted to perform a regulatory audit, gap analysis, and comparison to recently published pipeline safety regulations of a gas pipeline operators Operations and Maintenance Manual (O&M) and its Transmission Integrity Management Program (TIMP). As part of the scope of work G2-IS provided the client with recommendations to close any identified gaps.

References available upon execution of non-disclosure agreement.

### **Texas Hazardous Liquid Pipeline Operator**

G2 Personnel: TK Akins, Hamood Rehman

G2-IS was commissioned by a hazardous liquid operator to provide expertise in writing an inaugural Integrity Management Plan (IMP) for an airport fuel delivery pipeline system in Houston, Texas.

References available upon execution of non-disclosure agreement.

### **Pennsylvania Gas Pipeline Operator**

G2-IS Personnel: Hamood Rehman, TK Akins

G2-IS was enlisted to perform a regulatory review, reformat and gap identification of operators Operation and Maintenance, Integrity Management Plan, and Operator Qualification Plan. To this end G2-IS provided remediation recommendations per current PHMSA regulations and best industry practices.

References available upon execution of non-disclosure agreement.

### **California Public Utility**

G2-IS Personnel: Geoff Morgan

G2-IS has provided CPUC audit preparation support for a large California utility operator in the areas of Aerial Patrol/Transmission IMP, Cross Bore Inspection/DIMP, and a full audit of DIMP QC of Video inspections for Cross Bore; consisting of two separate Cross Bore audits/sets of data with very different objectives.

References available upon execution of non-disclosure agreement.

#### Additional Regulatory Experience:

G2-IS Personnel: Wallace McGaughey (Director of Regulatory Compliance) was enlisted to perform a regulatory gap analysis and remediation plan for a Liquid Pipeline Operator regarding their Control Room Management Program and facilitate the upgrade of their SCADA system including increasing the number of control consoles.

G2-IS Personnel: Wallace McGaughey was enlisted to perform a regulatory gap analysis and remediation plan for a liquid pipeline operator regarding their Operator Qualification program, including determining covered task development, evaluation processes, training solutions and field performance evaluations.

G2-IS Personnel: Wallace McGaughey was enlisted to conduct Regulatory Compliance Training for a pipeline operator's field, operations, maintenance and compliance personnel to prepare the staff for upcoming PHMSA audits following the Integrated Inspection protocols and processes.

## Appendix D – Biographies



### Wallace McGaughey

*Director, Regulatory Compliance*

[Wallace.McGaughey@g2-is.com](mailto:Wallace.McGaughey@g2-is.com)

#### AREAS OF EXPERTISE

- Pipeline Regulation & Enforcement
- Regulatory Audit Support
- DOT / PHMSA Jurisdictional Determination
- Environmental & Safety
- Pipeline Safety Inspection
- Integrity Management
- Training Program Development & Implementation

Wallace “Wally” McGaughey is a native of Pennsylvania but has lived most of his life in Louisiana where he gained experience in the petro-chemical, petroleum, and pipeline industries. He has over 40 years of energy industry experience and is a frequent lecturer at state pipeline safety seminars, as well as at industry organization functions (e.g., SGA, LGA, ANGA, and the Pipeline Safety Trust).

Wally serves as Director of Regulatory Compliance for G2 Integrated Solutions, specializing in regulatory compliance consulting, inspections, audit support, and training based on Code of Federal Regulations requirements related to liquid and natural gas pipeline systems, chemical plants, and refineries. In addition, Wally has developed numerous compliance manuals & procedures, conducted mock inspections, facilitated federal and state regulatory inspections, assisted operators with required compliance filings, and served as a liaison with regulatory agencies.

Prior to joining G2-IS, Wally served as a Senior Pipeline Safety Specialist, Instructor with PHMSA Training and Qualifications (TQ) in Oklahoma City, OK. Duties included instruction in several of the compliance training programs for federal and state Pipeline Safety Inspectors. As well as serving as Team Lead of the PHMSA Operator Qualification (OQ) Team and on the Implementation Team for Natural Gas Underground Storage developing an inspector training program and inspection materials for PHMSA.

Wally joined Veriforce LLC in February of 2013 as a Senior Regulatory Compliance Specialist to assist Operators with their OQ programs, be an active member of the Common Covered Task (CCT) List Committee, and to be directly involved in the development of CCT computer-based training modules.

Wally originally joined the PHMSA TQ team in December of 2007 as a Pipeline Safety Specialist and provided instruction in the requirements of PHMSA Pipeline Safety Regulations to federal and state Pipeline Safety Inspectors and to industry personnel through seminars and public meetings.

Wally graduated from ITI Technical College in 1989 with a Certificate in Industrial Instrumentation and Process Control and began teaching there in 1990. He also serves as a voting member of the ASME B31Q Qualification of Pipeline Personnel, Technical Standards Committee, working to maintain the ASME Standard.



**TK Akins**

*Principal Integrity Consultant*

[Tk.Akins@g2-i.com](mailto:Tk.Akins@g2-i.com)

#### **AREAS OF EXPERTISE**

- Project Development
- Project Management
- Strategic Planning
- Risk Management
- Lean Six Sigma
- Project Engineering
- Asset Management
- Pipeline Integrity
- Business Development
- Gas Plant Operations

TK Akins is a Principal Integrity Consultant for G2 Integrated Solutions. He has many years of project management experience, and over the course of his career has focused on systematically driving the continuous improvement of integrity management strategies for several gas and liquid operators. His experience in asset integrity ranges from inline inspection, internal & external risk-based inspections (RBI) optimization and developing and executing reliability programs.

He has supported various integrity projects including Integrity assessments, maximum allowable operating pressure (MAOP/MOP) verification projects, integrity management program maintenance and development, and provided general advice and interpretation of ASME B31.3, B31.4, B31.8S and regulations 49 CFR Parts 192, 193 and 195.

Most recently, TK worked for Pinnacle Advanced Reliability Technologies as a Client Solutions Engineer, where he focused primarily on developing mechanical integrity, inspections, and reliability programs for clients in the oil and gas, chemicals, and process industries.

TK also worked for Willbros Engineers and Industrial Gases – Praxair Inc. where he worked as a Senior Pipeline Integrity Engineer, managing several integrity management projects, serving as ECDA SME, performing failure for service, long seam failure susceptibility (LSFS), and stress corrosion cracking (SCC) calculations and analysis. He also had overall responsibility for several gas, liquid, and chemical pipelines, including data integration, HCA and threat identification, risk assessment, inspections, P&M, and continuous improvement activities.

TK Akins holds a Bachelor of Science Degree in Chemical Engineering from the University of Maryland, College Park. He is also a certified Six Sigma Green Belt and Process Owner holder.





**Hamood Rehman, PMP**

*Principal Engineer*

[Hamood.Rehman@g2-is.com](mailto:Hamood.Rehman@g2-is.com)

#### AREAS OF EXPERTISE

- Project Management
- ILI Analysis
- Pipeline Integrity
- Engineering Design,  
Manufacturing, & Assessment

Hamood Rehman is a Principal Engineer for G2 Integrated Solutions with over 15 years of experience in project engineering, pipeline integrity and engineering, asset integrity engineering services, non-destructive testing, and manufacturing. This history provides a solid knowledge-base that is an asset to a variety of projects. At G2-IS, he's worked on gas to NGL conversion front-end engineering analysis, including hydraulic modelling, integrity review, design, construction review, and regulatory review/analysis. He's also participated in facilities integrity management plan creation/implementation. He was also involved with design, construction, and engineering specification development and consolidation which focused on consolidating, combining, updating and developing multiple US and Canadian specifications and standards into one specification for a major North American pipeline operator. Similarly, he has developed and updated IMP, corrosion and welding manuals for multiple pipeline operators.

Mr. Hamood provides engineering support to compliance and ILI, ECDA, DA support by performing ILI/DA data correlation and corrosion growth rate/reassessment interval calculations, and assistance with numerous hydrostatic test and replacement projects.

Prior to joining G2-IS, Hamood worked as a Project Manager/Pipeline Integrity and Technology Development Engineer for Applus RTD and Kiefner and Associates. There, he managed several development, commercial, and pipeline integrity projects. He provided engineering support for pipeline integrity projects, including fitness for service assessments, burst pressure calculations, strain analysis, and assessment of pipeline threats (corrosion, dents, SCC and seam cracks). He also worked on the evaluation/analysis of ILI data for dig list assessments for pipeline operators and on the external corrosion assessment and remaining strength prediction analysis of hundreds of liquids and gas lines with Handyscan 3D scanner, utilizing Polyworks and Corropro software. Hamood also managed a multi-million dollar PHMSA/DOT project on SCC detection and sizing, and another project that pioneered high resolution digital in-ditch assessment of Mechanical Damage in pipelines, including dent strain analysis. He was also a supporting author on PHMSA leak detection study.

Hamood received his Bachelor of Science in Metallurgical Engineering and Materials Science from the University of Engineering and Technology, Lahore and earned his Master of Science in Industrial and Manufacturing Systems Engineering from The University of Texas at Arlington. In addition, he is a Certified Project Management Professional (PMP) and a Six Sigma Black Belt. He is also a published author and presenter at API, PPIM and IPC conferences.





**Geoff Morgan**

*Senior Vice President*

[Geoff.Morgan@g2-is.com](mailto:Geoff.Morgan@g2-is.com)

#### **AREAS OF EXPERTISE**

- Corporate Vision
- Strategic Planning
- Team Management
- Resource Recruitment
- Operational Management
- Business Development
- Project Management
- Sales & Marketing
- Key Accounts

Geoff Morgan is Senior Vice President for G2 Integrated Solutions. With over 30 years of successful leadership and management experience in revenue generation, growth, team leadership, and increased corporate value, Geoff provides executive leadership, business development, and account management to the Western Region in support of providing turnkey solutions for utility companies.

Geoff's role is focused on leading the team's involvement with major G2 clients in the Western Region, providing big-picture solutions to day-to-day issues from production to executive. He is responsible for multi-million-dollar budgets in managing major gas and electric utility accounts, where he has led the execution and delivery of key projects, including Crossbore and Aerial Patrol. Geoff establishes project control and management methodologies, benchmarking, research criteria, QC standards, software development, and governance of each project he leads. Key attributes include evolving concept methods for new program establishment, process management, lead development of custom tools and dashboards, and improved process automation solutions.

Geoff works with his corporate management team to build functional business plans, financial models, and infrastructure to support growth and public communications.

Geoff's dedication to high-level results is partly derived from spending six years in the Navy as an Anti-Submarine Warfare Operator.

## EXHIBIT C

### SCHEDULE

Contractor shall be paid upon City's receipt of an invoice issued by Contractor, after each deliverable, pursuant to Section 6.0 as follows:

#### 4.0 Fees and Costs

**Table 4-1: Pricing**

Task	Sub-task Price	Task Price Estimate
3.1 State and Federal Audit Support (3)	–	\$46,368.00*
3.2 Compliance Program Support	–	\$58,426.00*
General Support (estimate of hours)	\$7,875.00*	
DIMP Audit	\$7,060.00	
OQ Audit (including onsite evaluation)	\$13,734.00	
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3.3 Integrity Management Program Revision		\$27,825.00
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*\* Hours estimated for support tasks will be at VPU's direction. Support tasks will be billed on an as needed basis based on rates listed in Appendix A - 2020 Schedule of Rates.*

### G2 Integrated Solutions 2020 SCHEDULE OF RATES

<u>Categories</u>	<u>Labor Billing Rate Per Hour (USD)</u>
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Technician / Specialist / Project Controls	\$90
Lead Specialist / Lead Controls	\$125
Sr. Specialist / Project Manager	\$170
Principal Specialist / Sr. Project Manager	\$225
Director	\$325
Technical Authority	\$375
Software & Technology Developers	\$215
<u>Activities</u>	
<ul style="list-style-type: none"> <li>Asset Integrity</li> <li>Engineering</li> <li>Field Services</li> <li>Geospatial</li> </ul>	<ul style="list-style-type: none"> <li>Project Services &amp; Support</li> <li>Regulatory Compliance Support</li> <li>Software &amp; Technology</li> <li>Consulting and Technical Services</li> </ul>
Administrative Fee (Admin Fee)	5%
<i>Applied to labor for all time and material basis projects.</i>	
Advanced Software Fee (ASF)	\$10.00/Labor Hour
<i>Charged per hour for specialized software used for services.</i>	
Subcontracted Services and Project Expenses	Cost + 15%

## EXHIBIT D

### LIVING WAGE PROVISIONS

#### **Minimum Living Wages:**

A requirement that Employers pay qualifying employees a wage of no less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits.

#### **Paid and Unpaid Days Off:**

Employers provide qualifying employees at least twelve compensated days off per year for sick leave, vacation, or personal necessity, and an additional ten days a year of uncompensated time for sick leave.

#### **No Retaliation:**

A prohibition on employer retaliation against employees complaining to the City with regard to the employer's compliance with the living wage ordinance. Employees may bring an action in Superior Court against an employer for back pay, treble damages for willful violations, and attorney's fees, or to compel City officials to terminate the service contract of violating employers.

EXHIBIT E

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-210-2020

Submitted by: Lisa Umeda

Submitting Department: Public Utilities

Meeting Date: June 16, 2020

## **SUBJECT**

Services Agreement with Jacobs Engineering Group, Inc. for Environmental Compliance Services

## **Recommendation:**

Approve and authorize the City Administrator to execute the Services Agreement with Jacobs Engineering Group, Inc. for environmental support services, in substantially the same form as submitted, for a total amount not-to-exceed \$339,913 over the three-year term of the agreement, effective July 1, 2020.

## **Background:**

VPU is a unique, full service utility that provides electric, water, gas and fiber services. The Electric Division of VPU consists of sub-transmission, distribution, and a gas turbine peaking plant. The Gas Division operates a gas transmission and distribution system, which provides natural gas to about 120 customers. The Water Division provides potable drinking water and recycled water to the City. The City's Public Works Department maintains sewer and storm drain systems. These operations are regulated, governed and monitored by several permitting agencies. For example, the City has an air permit issued by the South Coast Air Quality Management District (SCAQMD), an industrial wastewater permit administered by the Los Angeles County Sanitation District (LACSD), and permits issued by the Los Angeles Regional Water Quality Control Board (LARWQCB). Other agencies that interact with the City on environmental issues include the California Energy Commission (CEC), the California Air Resources Board (ARB), the U.S. Environmental Protection Agency (USEPA), California State Water Resources Control Board (SWRCB), The Climate Registry (TCR), and the Department of Toxic Substances Control (DTSC). As such, the City requires assistance with the preparation, review and submission of the various necessary permit applications and environmental compliance matters.

In order to select a suitable firm to provide such services, on May 4, 2020, City staff issued a Request for Proposals (RFP) for Environmental Compliance Services for the Vernon Public Utilities Department (VPU), pursuant to Vernon Municipal Code section 2.17.14. The City received a total of four timely proposals from qualified firms – Alta Environmental DBA NV5 (NV5), Ashworth Leininger Group (ALG), Jacobs Engineering Group Inc. (Jacobs) and Yorke Engineering, LLC (Yorke). A panel of City staff was assembled and collaborated to review, rate and select the most suitable firm to perform the services listed in the RFP. After thorough review, Jacobs was selected as the qualified and desired firm to receive the Service Agreement (Agreement) for environmental compliance services.

As environmental compliance service falls under Vernon Municipal Code Sec 2.17.08, price was not a factor in the determination of the most qualified bidder. The selection was instead based on qualification, background, and experience (40%); project understanding (30%); references (20%); and responsiveness to the RFP (10%).

While all 4 qualified firms provided proposals and documentation that met minimum criteria, not all firms were able to validate experience and demonstrate an understanding and ability for support potable water

compliance. The City's panel of raters reviewed the work plan as an indication of project understanding. While some of the proposals did not provide a clear work plan, Jacobs provided a clear and organized plan and detailed schedule for all areas of work. Jacobs also provided references for potable water compliance and has significant experience working in municipal utilities, an area lacking in some of the other firms. Formerly known as CH2M Hill, Jacobs, currently provides environmental compliance support for VPU and has met the City's needs to the City's satisfaction.

Therefore, staff recommends that City Council approve the Services Agreement with Jacobs for a three-year term not-to-exceed \$339,913 to provide environmental compliance support as described above. The proposed Services Agreement has been approved to form by the City Attorney's office.

**Fiscal Impact:**

The Agreement is for a not-to-exceed amount of \$339,913 over a three-year term. This item is included in the VPU 2020-2021 budget. If this Agreement is approved, VPU will budget accordingly in subsequent years.

**Attachments:**

1. [Services Agreement with Jacobs Engineering Group](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND JACOBS  
ENGINEERING GROUP INC. FOR ENVIRONMENTAL COMPLIANCE SUPPORT  
SERVICES

COVER PAGE

Contractor:	Jacobs Engineering Group Inc.
Responsible Principal of Contractor:	Elyse Engel, Project Manager
Notice Information - Contractor:	Jacobs Engineering Group Inc. 1737 N. 1 <sup>st</sup> Street, Suite 300 San Jose, CA 95112-4524 Attention: Elyse Engel, Project Manager Phone: (669) 800-1012 Email: <a href="mailto:Elyse.Engel@Jacobs.com">Elyse.Engel@Jacobs.com</a>
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Abraham Alemu, General Manager of Public Utilities Telephone: (323) 583-8811 ext. 250 Facsimile: (323) 826-1408
Commencement Date:	July 1, 2020
Termination Date:	June 30, 2023
Consideration:	Total not to exceed \$339,913.00 (includes all applicable sales tax); and more particularly described in Exhibit C
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND JACOBS  
ENGINEERING GROUP INC. FOR ENVIRONMENTAL COMPLIANCE SUPPORT  
SERVICES

This Contract is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and Jacobs Engineering Group Inc., a Delaware 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 June 16, 2020.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Request for Proposals dated May 4, 2020, Exhibit "A", and Contractor's proposal to the City ("Proposal") dated May 19, 2020, Exhibit "B", both of which are attached to and incorporated into this Contract, by reference.

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

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

3.0 PERSONNEL.

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

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

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



4.0 TERM. The term of this Contract shall commence on July 1, 2020, and it shall continue until June 30, 2023, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to 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 "C" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Contract, shall not exceed \$339,913.00 without the prior authorization of the City, as appropriate, and written amendment of this Contract.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment, and transportation which may be required for furnishing services pursuant to this Contract. Contractor shall also utilize materials that shall be no lesser in quality than the standards and customs of the industry and must be sufficient for the purposes for which they are used. The above Contract fee shall include all staff time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related costs and expenses.

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

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

5.4.2 Approved reproduction charges.

5.4.3 Actual costs and/or other costs and/or payments

specifically authorized in advance in writing and incurred by Contractor in the performance of this Agreement.

5.5 Contractor shall not receive any compensation for extra work performed without the prior written authorization of City. As used herein, “extra work” means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Compensation for any authorized extra work shall be paid in accordance with the payment schedule as set forth in Exhibit “C,” 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 and defend 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 to the extent arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the sole negligence or willful misconduct of City, its officers, elected officials, agents or employees.

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

i. Automobile Liability with limits of \$1,000,000 combined single limit, including owned, hired, and non-owned liability coverage. The policy is required to be

primary noncontributory.

ii. Contractor agrees to subrogate automobile liability resulting from performance under this agreement, provide waiver of subrogation and additional insured endorsement.

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

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

(1) If Contractor employs subcontractors as part of the services rendered, Contractor shall require subcontractors to provide insurance policies in accordance with the insurance amounts, coverages and endorsed on the policy as additional insured. If subcontractors do not obtain the required insurance coverage, Contractor shall 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 and provide waiver of subrogation endorsement.

iv. Professional Errors and Omissions coverage in a sum of \$1,000,000 per claim and in the aggregate. Contractor shall maintain such coverage for one (1) year after the termination of this Agreement. The policy is required to be primary noncontributory.

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 limit of \$1,000,000 per each accident each employee disease and policy limit. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or
- (3) Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

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

vii. Insurance shall be placed with insurers with a Best's rating of A-VII.

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.

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

this Contract and seek damages from the Contract resulting from said breach; or (c) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due to Contractor, but only after the City provides Contractor with at least ten (10) business days' notice to cure the deficiency.

11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

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

11.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

11.2 CONTRACTOR NOT AGENT. Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express or implied, to act

on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

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

11.4 CORRECTION OF WORK. Contractor warrants that its Services will be performed in accordance with generally accepted standards in the industry. Following completion of its Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the warranty above stated and the same is reported to Contractor by the City in writing promptly after recognition thereof, 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 satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

11.8 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties from their obligations or otherwise constitute a novation.

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

11.10 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief



to which such party may be entitled.

11.11 INTERPRETATION.

11.11.1 Applicable Law. This Contract shall be deemed a contract and shall be governed by and construed in accordance with the laws of the State of California. Contractor agrees that the State and Federal courts which sit in the State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

11.11.2 Entire Agreement. This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).

11.11.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

11.11.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

11.11.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

11.11.6 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

11.11.7 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.12 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term, and provision hereof.

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon  
Attention: Abraham Alemu, General Manager of Public Utilities  
4305 Santa Fe Avenue  
Vernon, CA 90058

If to the Contractor:

Gary Draper, Senior Counsel  
Jacobs Engineering Group Inc.  
125 Broadway Ave.  
Oak Ridge, TN 37830  
865-220-4839  
Email: Gary.Draper@Jacobs.com

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt, or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

11.16 NO THIRD PARTY RIGHTS. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right or remedy in, under, or to this Agreement.

11.17 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible

for any excess costs occasioned to the City, provided Contractor has not cured such default within ten (10) days as provided above. City may extend the cure period as necessary, but is under no obligation to do so, and such extension must be memorialized in writing. Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Contract as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Contract. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force Majeure default, then the city may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

11.19 TERMINATION FOR CAUSE. Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance. If this Agreement is terminated as provided herein, City may require, at no additional cost to City, that Contractor provide all finished or unfinished documents, data, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

11.19.1 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11.20 MAINTENANCE AND INSPECTION OF RECORDS. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to

insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract. However, this right to examine and audit shall not extend to Contractor's accounts that reflect Contractor's overheads, burden rates, fringe rates, multipliers, or profit. The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals, and overhead.

11.21 CONFLICT. Contractor hereby represents, warrants, and certifies that, to the best of its knowledge, no member, officer, or employee of the Contractor is a director, officer, or employee of the City of Vernon, or a member of any of its boards, commissions, or committees, except to the extent permitted by law.

11.22 HEADINGS. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

11.23 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week,

shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 LIVING WAGES. Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "D". Upon the City's request, certified payroll records shall promptly be provided to the City.

11.25 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "E".

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Commencement Date stated on the cover page.

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

Jacobs Engineering Group Inc., a  
Delaware corporation

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

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

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

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

ATTEST:

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

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

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

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

APPROVED AS TO FORM:

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

EXHIBIT A  
REQUEST FOR PROPOSALS



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

**Environmental Compliance Services**



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

# City of Vernon Environmental Compliance Services Request for Proposals

## 1. **INTRODUCTION AND PROJECT**

The City of Vernon is requesting proposals for Environmental Compliance Services that can provide environmental related support services (described in more detail below). The type of work can be generally categorized as support for Environmental Compliance programs.

The City will select one firm, based on demonstrated competence and a cost effective approach to design, conduct, and assist in performing the Environmental Compliance Services described in this Request for Proposals (RFP).

## 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 was developed as an industrial community. 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. With a desire to honor its unique and historical roots Industry, Community, and Service are today's fundamentals that guide the City with great success.

**City Government:** The City Council consists of five members, elected at-large, who serve five-year staggered terms. The City Council annually appoints a Mayor and a Mayor Pro Tem from its own membership to serve one-year terms.

**Labor Force:** Vernon has approximately 280 employees, and its departments include a Fire Department, Police Department, Finance Department, Public Works Department, Public Utilities Department and Health and Environmental Control Department. Present bargaining units recognized include the Vernon Police Officers Benefit Association, Vernon Police Management Association, Vernon Firemen's Association, the Vernon Fire Management Association, International Brotherhood of Electrical Workers Local 47, and Teamsters Local 911.

## 3. **OVERALL SERVICE**

The City of Vernon Public Utilities Department (VPU) provides electric, water, gas, and fiber services to the residents and businesses in the City. The electric system consists of sub-transmission, distribution, and a gas turbine peaking plant. The Gas Division operates gas transmission and distribution system, which provides natural gas to about 120 customers. The Water Division provides potable drinking water and recycled water to the City. The City's Public Works Department maintains sewer and storm drain systems.

These operations are governed by several permitting agencies. The City has an air permit issued by the South Coast Air Quality Management District (SCAQMD), an industrial wastewater permit administered by the Los Angeles County Sanitation District (LACSD), and permits issued by the Los Angeles Regional Water Quality Control Board (LARWQCB). Other agencies that interact with the City on environmental issues include

## City of Vernon Environmental Compliance Services Request for Proposals

the California Energy Commission (CEC), the California Air Resources Board (ARB), the U.S. Environmental Protection Agency (USEPA), California State Water Resources Control Board (SWRCB), The Climate Registry (TCR), and the Department of Toxic Substances Control (DTSC).

The City owns a historical power plant (Station A), which houses (now non-operational) five diesel-fueled reciprocating internal combustion engines (ICE), each with a nameplate rating of approximately 3.5 megawatts (MW). The ICEs came online in 1933 and ceased to operate in the mid-1990s. In 1988, two 7,400 horsepower Allison 571-KA natural gas-fired combustion turbines (H. Gonzales Units), each with a nameplate rating of approximately 5.5 MW, were added to Station A. In 1999, a diesel-fueled emergency generator was also installed, with a nameplate rating of approximately 230 kilowatts (kW).

#### **4. SCOPE OF SERVICES REQUIRED**

The City of Vernon is seeking the services of one or more highly qualified consulting contractor(s) to provide services in the areas described below. The work can be generally categorized as Environmental Compliance Support.

#### **ENVIRONMENTAL COMPLIANCE DOCUMENTATION**

Environmental compliance documents, related to air quality, industrial wastewater and stormwater, hazardous materials, hazardous waste, greenhouse gas (GHG) reporting, and water loss audit, need to be prepared for submission to various regulatory agencies. As part of their proposal, the Contractor will need to propose to prepare the documents as described below. To provide a basis for comparison, please provide a cost estimate for preparing these documents for a one-year period. Please provide a cost estimate for each grouping of reports.

##### **A. Air Quality**

A.1 Compliance documentation specific to air quality reporting that shall be included in the Contractor proposal include:

- Nitrogen Oxides (NOx) Regional Clean Air Incentives Market (RECLAIM) Quarterly Certification of Emissions Report (QCER), which is submitted to the SCAQMD every January, April, August, and October.
- Title V Semi-Annual Compliance Monitoring Report, which is submitted to the SCAQMD every February and August.
- Annual Criteria Pollutant and Toxic Air Contaminant Emissions Report, which is submitted to the SCAQMD every March.
- NOx RECLAIM Annual Permit Emissions Program (APEP) Report, which is submitted to the SCAQMD every August.
- Annual Emissions Report (AER), which is submitted to the SCAQMD every March.
- Title V Annual Compliance Monitoring Report, which is submitted to the SCAQMD and USEPA every August.

## City of Vernon Environmental Compliance Services Request for Proposals

- Title V Annual Compliance Certification Report, which is submitted to SCAQMD and USEPA every August
- Malburg Generating Station Five-Year Compliance Report (HAZ-6), which is submitted to the CEC every five years. The next report is due in October 2020.
- Malburg Generating Station Five-Year Compliance Report (HAZ-7), which is submitted to the CEC every five years. The next report is due in October 2020.
- The City will a Title V Permit Renewal Application and as necessary, the Contractor is expected to provide coordination support as the SCAQMD reviews this package.

A.2 On an annual basis, inspectors or auditors may request additional information supporting compliance documentation. Contractor proposal shall include support in responding to inspector requests as requested by City staff.

A.3 As SCAQMD is developing the process to transition out of RECLAIM, the City staff is requesting the consultant to provide support services for maintaining compliance and to provide coordination support in revising applicable permits. The permits are expected to fall under low-use exemption in Proposed Amended Rule 1135. The compliance reviews will be on an "as needed" basis only and subject to prior approval by the City staff.

The following compliance documents specific to air quality reporting are prepared by City staff and are, therefore, not included in this Scope of Work for bidders:

- Source tests for the two H. Gonzales Units are conducted every five years. The next source test for H. Gonzales Unit 1 is April 2023; the source test for H. Gonzales Unit 2 is in December 2021. The City Operations Supervisor is responsible for contracting a third party to prepare the source test protocol, conduct the source test, and submit the source test protocol and results to the SCAQMD.
- The Quadrennial AB 2588 Report is submitted every four years as part of the Annual Criteria Pollutant and Toxic Air Contaminant Emissions Report. The next Quadrennial AB 2588 Report is due in March 2022

### **B. Potable and Recycled Water**

The Water Division provides drinking water and recycled water for the City of Vernon. The water distribution system consists of approximately 46 miles of pipe, eight active wells, six above ground reservoirs, a below ground reservoir, and an elevated tank. Last fiscal year the City produced approximately 6,082 acre feet of potable groundwater and purchased 643 acre feet of imported potable water from Central Basin Municipal Water District (CBMWD). The City performs sampling as mandated by the SWRCB and compiles all water quality data to produce the Annual Water Quality Report (Consumer Confidence Report) mandated for public health. The report must comply with all State and Federal regulatory standards as outlined in state and federal statutes and codes and as reported to the SWRCB.

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The Water Division also purchased approximately 626 acre feet of recycled water from CBMWD last year. As such, the recycled water regulatory compliance is regulated through applicable state and federal regulatory standards as outlined in state and federal statutes and codes and as reported to the State Water Resources Control Board.

Lastly, the Water Division must also comply with state and federal MS4 regulatory mandates for potable water discharges into local bodies of water, mainly the Los Angeles River.

The City is requesting that the consultant provide review and support services for state and federal regulatory compliance pertaining to drinking water requirements, regulatory compliance for the use of recycled water, and discharges of potable water allowed by the MS4 permit requirements. The reviews will be on an "as needed" basis only and subject to prior approval by the City's Water Division.

### **C. Industrial Wastewater**

The compliance documents specific to industrial wastewater reporting include:

- Wastewater Surcharge Exemption Report, which is prepared annually for internal records.

### **D. Hazardous Materials**

The compliance documents specific to hazardous materials reporting that shall be included in the Contractor's proposal include:

- Malburg Generating Station Annual Compliance Report (CUL-8), which is submitted to the CEC every January.

### **E. Greenhouse Gas**

E.1 The compliance documentation specific to GHG reporting that shall be included in the Contractor's proposal are as follows:

- Registration of Specified Electricity Import and Export Sources, which is submitted to the ARB every February in support of the City's Electricity Distribution System GHG Emissions Inventory.
- GHG Emissions Inventory for the City's Natural Gas Distribution System per 40 Code of Federal Regulations 98.400 – 98.408, which is submitted to the USEPA every March.
- GHG Emissions Inventory for the City's Natural Gas Distribution System per 17 California Code of Regulations (CCR) 95122, which is submitted to the ARB every April.
- GHG Emissions Inventory for the City's Electricity Distribution System per 17 CCR 95111 – 95112, which is submitted to the ARB every June.

## City of Vernon Environmental Compliance Services Request for Proposals

- GHG Emissions Inventory for the City's Gas Insulated Switchgear per 17 CCR 95350 – 95359, which is submitted to the ARB every June.
- GHG Emissions Inventory for the City-owned facilities, including vehicles and off-road equipment, which is prepared for internal use only.
- GHG Inventory Management Plan, which is revised for internal records every year following submittal of the GHG Emissions Inventories.
- Verification Statements for the Natural Gas Distribution System and Electricity Distribution System GHG Emissions Inventories, which are submitted to the ARB every September. Up to two of the Contractor's staff may attend one-day onsite verification meetings conducted by the third party verifier and will respond to inquiries from the third party verifier. Note that verification is not required for the Gas Insulated Switchgear GHG Emissions Inventory.
- The City Staff is responsible for contracting a third party to conduct verification services for the GHG Emissions Inventories submitted to ARB. However, the Contractor may be asked to prepare a narrative, describing verification services to be provided, for use during the contracting process.

E.2 On an annual basis, inspectors or auditors may request additional information supporting compliance documentation. Contractor proposal shall include support in responding to inspector's requests on as requested basis by City staff.

### 5. **QUALIFICATIONS & CRITERIA**

- A. **Qualifications:** The City of Vernon will select one firm for all of the outlined Scope of Services 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:
- At least 5 years professional experience conducting work in the area of environmental compliance.
  - Personnel conducting the work have all professional licenses and certifications customary and necessary to conduct the work in the areas proposed.
  - History of providing responsive and quality services.
- 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. 40% Qualifications, background and prior experience of the firm in the Service Area(s) being proposed, experience of key staff assigned to

## City of Vernon Environmental Compliance Services Request for Proposals

- oversee services provided to Vernon, evaluation of size and scope of similar work performed and success on that work.
- 2. 30% Project understanding. The proposal should demonstrate thorough understanding of all tasks.
- 3. 10% Responsiveness to the RFP, and quality and responsiveness of the proposal.
- 4. 20% References including past performance of proposer.

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

Respondents are asked to submit one (1) electronic copy (via email to [lumeda@ci.vernon.ca.us](mailto:lumeda@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 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. Title the subject line of the email: "RFP for Environmental Compliance Services" and include the name of the primary contact for the respondent.
  - 4. Responses are due on or **before 5:00 p.m. on May 20, 2020**. Late response will not be accepted.
  - 5. If you have any questions about this RFP, please contact Lisa Umeda at (323) 583-8811 ext. 561. 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 signed 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

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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: In a separate email titled “RFP for Environmental Compliance Services - Fees and Costs”, submit one electronic copy (via email to [lumeda@ci.vernon.ca.us](mailto:lumeda@ci.vernon.ca.us)) of the proposed costs/fees by task, hourly rates, fees, any and all other costs, and totals for consideration after the selection.** Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer’s most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect “not to exceed” amounts per item. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer.
- 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 at least three references and include company, name/title of client, dates when work was performed, email address, phone number and a brief description (no more than one page) of work performed.

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 signed, “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 a contract 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 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. LIVING WAGE ORDINANCE**

The selected firm shall pay qualifying employees a wage of not less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits. The firm shall also provide qualifying employees at least twelve days off per year for sick leave, vacation or

## City of Vernon Environmental Compliance Services Request for Proposals

personnel necessity, and an additional ten days a year of uncompensated time for sick leave. There shall be a prohibition on an employer retaliation against an employee's complaining to the City with regard to the employer's compliance with the living wage ordinance. Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "D" of the standard form contract, attached hereto as Exhibit B. Upon the City's request, certified payroll records shall promptly be provided to the City.

### **11. STANDARD TERMS AND CONDITIONS**

Prior to the award of any work hereunder, City and proposer shall enter into the written contract for services attached hereto as Exhibit B. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the Contract. The term of the Contract shall not exceed three (3) years.

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

EXHIBIT B  
STANDARD FORM CONTRACT

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S  
NAME] FOR [BRIEF DESCRIPTION OF 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] Facsimile: [insert fax number]
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: [insert department head] [insert department head title] Telephone: (323) 583-8811 ext. [insert] Facsimile: [insert fax number]
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 C
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S NAME]  
FOR [BRIEF DESCRIPTION OF SERVICES]

This Contract 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 Request for Proposals dated \_\_\_\_\_, Exhibit "A", and Contractor's proposal to the City ("Proposal") dated \_\_\_\_\_, Exhibit "B", both of which are attached to and incorporated into this Contract, by reference.

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

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

3.0 PERSONNEL.

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

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

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

4.0 TERM.

The term of this Contract shall commence on [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 "C" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Contract, shall not exceed [state amount] without the prior authorization of the City, as appropriate, and written amendment of this Contract.

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

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

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

5.4.2 Approved reproduction charges.



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

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

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

## 6.0 PAYMENT.

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

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

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

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

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

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

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

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

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

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

coverage.

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

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

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

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

- (1) If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.
- (2) Contractor agrees to subrogate General Liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under

the performance of the services.

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

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

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

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

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

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

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

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

#### 11.0 GENERAL TERMS AND CONDITIONS.

##### 11.1 INDEPENDENT CONTRACTOR.

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

11.1.2 Contractor acknowledges that Contractor and any subcontractors,

agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

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

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

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

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

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

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

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

11.8 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties from their obligations or otherwise constitute a novation.

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

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

enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

#### 11.11 INTERPRETATION.

11.11.1 Applicable Law. This Contract shall be deemed a contract and shall be governed by and construed in accordance with the laws of the State of California. Contractor agrees that the State and Federal courts which sit in the State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

11.11.2 Entire Agreement. This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).

11.11.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

11.11.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

11.11.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.



11.11.6 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

11.11.7 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.12 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term, and provision hereof.

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon  
Attention: Abraham Alemu  
4305 Santa Fe Avenue

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 Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby. Contractor shall not be held accountable for additional costs incurred due to delay or

default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Contract as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Contract. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force Majeure default, then the city may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

11.19 TERMINATION FOR CAUSE. Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance. If this Agreement is terminated as provided herein, City may require, at no additional cost to City, that Contractor provide all finished or unfinished documents, data, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

11.19.1 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11.20 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals, and overhead.

11.21 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer, or employee of the Contractor is a director, officer, or employee of the City of Vernon, or a member of any of its boards, commissions, or committees, except to the extent permitted by law.

11.22 HEADINGS. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

11.23 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 LIVING WAGES. Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "D". Upon the City's request, certified payroll records shall promptly be provided to the City.

11.25 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "E".

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Commencement Date stated on the cover page.

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

[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  
REQUEST FOR PROPOSALS

EXHIBIT B  
PROPOSAL



EXHIBIT C  
SCHEDULE

EXHIBIT D  
LIVING WAGE PROVISIONS

**Minimum Living Wages:**

A requirement that Employers pay qualifying employees a wage of no less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits.

**Paid and Unpaid Days Off:**

Employers provide qualifying employees at least twelve compensated days off per year for sick leave, vacation, or personal necessity, and an additional ten days a year of uncompensated time for sick leave.

**No Retaliation:**

A prohibition on employer retaliation against employees complaining to the City with regard to the employer's compliance with the living wage ordinance. Employees may bring an action in Superior Court against an employer for back pay, treble damages for willful violations, and attorney's fees, or to compel City officials to terminate the service contract of violating employers.

EXHIBIT E

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.

EXHIBIT B  
PROPOSAL

May 19, 2020

Ms. Lisa Umeda, Utilities Compliance Administrator  
Vernon Public Utilities  
4305 Santa Fe Avenue  
Vernon, CA 90058

**RE: Proposal for Environmental Compliance Services**

Dear Ms. Umeda and Members of the Selection Committee:

Providing support to the City of Vernon Public Utilities Department (VPU) requires a firm with local knowledge, environmental compliance and permitting expertise, and the ability to work closely with VPU to deliver ongoing compliance with environmental regulations. Jacobs Engineering Group Inc. (Jacobs), which acquired CH2M Hill in 2017, has served VPU since 2005 and is pleased to submit this proposal to provide Environmental Compliance Services, as noted in Section 6.B of VPU's Request for Proposals. The proposer details are as follows:

Business Entity: Jacobs Engineering Group Inc.  
1737 N. 1<sup>st</sup> Street, Suite 300  
San Jose, CA 95112-4524

Contact Person: Andrea White  
402 West Broadway Suite 1450  
San Diego, CA 92101  
Tel: 619.272.7216; [Andrea.White@jacobs.com](mailto:Andrea.White@jacobs.com)

Subcontractors: None

This proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal. The signer authorized to contractually bind Jacobs for this proposal is Josh Lawson, who can be reached at 678.313.9397 or [Josh.Lawson@jacobs.com](mailto:Josh.Lawson@jacobs.com).

Sincerely,  
Jacobs Engineering Group Inc.



Josh Lawson  
Manager of Projects



Andrea White, P.E.  
Project Manager



# Introduction

## Proposal Overview

The City of Vernon Public Utilities Department (VPU) is seeking a consultant to provide environmental compliance services. In response to the VPU's Request for Proposals (RFP) for environmental compliance services, Jacobs Engineering Group Inc. (Jacobs) is pleased to submit this proposal to support VPU in meeting its regulatory needs.

In accordance with the RFP instructions, this proposal provides a description of our understanding of this assignment, significant steps, methods and procedures to be employed to verify that quality deliverables can be delivered within the required time frames and proposed budget. This proposal includes a general scope of work, a detailed work plan for each of the requested tasks, and a demonstration of our ability to perform the work through a description of our qualifications as a company and as individual members of the proposed project team. The members proposed for this scope of work have the required professional licenses and certifications customary and necessary to conduct work in the areas proposed and all key members have well over five-years of experience conducting work in the area of environmental compliance. In addition, this proposal includes the following attachments:

- Attachment A – Affidavit of Non-Collusion by Contractor
- Attachment B – Organization Chart
- Attachment C – Resumes of Key Personnel
- Attachment D – Proposed Schedule for Delivery of Scope of Work
- Attachment E – VPU Compliance Calendar

Jacobs is ready and able to support VPU in meeting its environmental compliance requirements, as described throughout this proposal. As requested in the RFP, Jacobs has provided a completed Affidavit of Non-Collusion in Attachment A. In addition, as requested by the RFP, the Fees and Costs and Proposed Revisions to the Contract Terms and Conditions have been included in a separate email submittal.

## Project Understanding

VPU is seeking assistance with maintaining the integrity of its environmental compliance program through the timely preparation of various environmental compliance documents related to air quality, potable and recycled water, industrial wastewater, hazardous materials, and greenhouse gas (GHG) reporting. Jacobs helped establish VPU's program in 2011 through coordination with VPU and has been supporting the maintenance of the program since then. As such, Jacobs is familiar with VPU's operations

and compliance obligations, has excellent working relationships with VPU staff, and is well equipped to prepare the necessary reports efficiently and on time in order to meet regulatory deadlines. In addition, the proposed core delivery team is the same as the one delivering under the current contract, which has a proven record of delivery success.

## **Methods for Delivery**

Jacobs proposes to have this contract managed by Elyse Engel, an air quality, GHG, and environmental compliance specialist who has supported and managed VPU's environmental compliance efforts since 2011. Elizabeth Schwing serves as the compliance lead and is also an air quality and general compliance specialist who has supported VPU's environmental compliance efforts since 2011. Andrea White provides support as a senior consultant for the overall quality of deliverables as well as the senior air quality technical consultant. She has supported VPU's environmental efforts since 2015 and has provided environmental compliance support to various clients in southern California since 2005. This leadership team will work closely together with other subject matter experts, when needed, to meet project milestones and budget, while confirming high-quality deliverables through implementing a rigorous internal review process. The leadership team also has the support of Jacobs' vast technical resources, including personnel who have supported previous environmental compliance work for VPU and other projects in southern California. Attachment B includes an organizational chart showing our proposed key team members while their technical resumes are included in Attachment C.

The proposed Jacobs project team has extensive historical knowledge of VPU and its operations based on the broad compliance support provided over the past 9 years. As a result of a long history serving VPU, our team is very familiar with VPU's compliance needs and has the ability to work effectively and efficiently when producing reports and completing other tasks for VPU. Core team members perform cross-training through peer review, enabling a range of individuals to take on various reporting tasks and meet deadlines in a timely fashion. Alongside this, our subject matter experts provide high-level review of all deliverables and are available for consultation, as needed, during the report preparation process.



## General Scope of Work

### Environmental Compliance Services

As part of our commitment to providing environmental compliance services to VPU, Jacobs works to continuously track regulatory updates to identify potential compliance implications associated with frequently changing federal and state environmental regulations. With the combination of continuous regulatory tracking, review by experienced and knowledgeable compliance staff, and close communication with VPU, Jacobs has consistently delivered plans, resources, and solutions, empowering VPU to make informed decision on operations.

Compliance documents prepared under this contract, related to air quality, potable and recycled water, industrial wastewater, hazardous materials, and GHG reporting, will be submitted to various agencies. As part of this task, Jacobs organizes data collection, performs quality control checks, prepares draft and final documents for VPU review, and supervises the submittal of each compliance document to the appropriate agency by the required deadline. As necessary, Jacobs also coordinates activities with third-party contractors. To confirm that quality deliverables are completed on time and within the allotted budget, Jacobs proposes to deliver this work by implementing the following three strategies for all tasks included:

- 1) Using standard work approaches, as outlined in project instructions, such as the *Instructions for the 2017-2020 Environmental Support Services Project* which are currently used for the delivery of environmental compliance services to VPU.
- 2) Updating and distributing a Compliance Calendar that identifies key milestones well in advance of regulatory deadlines.
- 3) Proposing a team that understands the site and where potential challenges may arise based on past experience.

Jacobs has used this combination of tools and personnel to provide the successful delivery of environmental compliance services to VPU for the past 9 years. Jacobs would update the previously prepared *Instructions for the 2017-2020 Environmental Support Services Project* to reflect the current scope and reporting requirements and then deliver the tasks in accordance with this common guidance. Jacobs developed and updated these instructions for VPU starting in 2014 and has successfully used them to manage the completion of each compliance task. This level of organization provides clear accountability and provides VPU with a transparent and complete tracking of each compliance task from start to finish.



## Environmental Compliance Services Schedule

Attachment D provides a detailed schedule that lists the deadline for each report identified in this proposal. This schedule was initially prepared in 2011 and most recently revised in 2017 by Jacobs, in cooperation with VPU staff. Jacobs will work closely with VPU staff to keep this schedule updated with regards to ongoing compliance obligations and to determine that compliance reports are submitted by the deadlines, following the work flow suggested in Attachment E – VPU Compliance Calendar. Note that the schedule for potable and recycled water reporting will be developed on an as-needed basis, as directed by VPU's Water Division.

### A. Air Quality

The air quality reports identified would be delivered by the same team that has worked with VPU to deliver air quality compliance work for the past 9 years. We propose for our air quality senior consultant Andrea White, who is well engaged with the South Coast Air Quality Management District (SCAQMD), California Air Resources Board (ARB), and United States Environmental Protection Agency (EPA), to work closely with our compliance lead Elizabeth Schwing to initially and periodically review and update compliance obligations outlined in the VPU Compliance Calendar. In our experience, this has prevented report delays, since the appropriate adjustments from the everchanging regulatory requirements can be made in the reports and approvals well in advance of the regulatory deadlines.

As in previous years, our integrated team would leverage our knowledge of the site, sources, and internal reporting programs to facilitate the ongoing air quality reporting requirements and provide regular updates to VPU regarding potential changes to the air quality program. We propose to effectively communicate and manage this through using the existing VPU Compliance Calendar, which would be updated for the 2020-2023 reporting year. Elizabeth, as the compliance lead, while working closely with Andrea (the air quality senior consultant) and junior resources, would efficiently request, review, and integrate the relevant data into reports, as indicated in the VPU Compliance Calendar.

### B. Potable and Recycled Water

Compliance activities will be led by Elyse Engel with support from senior water consultant, Bruce Manning. Bruce has worked with Elyse for the past 3 years to support VPU's industrial water program and has over 40-years of water quality consulting experience. While no reports are specifically identified in this task, we have based the delivery approach using our past experience in supporting VPU to help meet the existing regulations. To effectively deliver on-call tasks under this scope, the Jacobs team would leverage our knowledge of the site and partner this with our integrated team of technical experts.

### **C. Industrial Wastewater**

Jacobs proposes to complete the Wastewater Surcharge Exemption Report using the same team that has supported VPU in the past. Our team understands the challenges that VPU faces in meeting the exemption limits and has the technical expertise to help develop a strategy for compliance, either through preparing an exemption report or through submitting a surcharge statement. To complete this task, Jacobs proposes to use our experienced team of technologists to help VPU identify and implement a proactive and effective approach to wastewater compliance.

### **D. Hazardous Materials**

Elyse Engel will lead preparation of these documents with senior support from hazardous materials senior consultant Jerry Salamy, who has supported the preparation of these documents for the past 9 years. Documents would be prepared in accordance with the VPU Compliance Calendar and updated Project Instructions to confirm quality and efficient delivery of these reports.

### **E. Greenhouse Gas**

Jacobs proposes to leverage our experience and knowledge of VPU's operations and reporting programs to efficiently and effectively complete the GHG reporting requirements on time and within budget. As in previous years, Elizabeth will lead this effort, supported by Elyse and Jacobs' junior resources. GHG senior consultant Stephanie McMackin will provide subject matter expertise and senior review of deliverables.



# Work Plan

## Introduction

The City of Vernon (City) is comprised of several departments, each responsible for different aspects of the City's operation. Each operation is governed by several permitting agencies. The City has an air permit issued by the SCAQMD, an industrial wastewater permit administered by the County Sanitation Districts of Los Angeles County (Sanitation Districts), and permits issued by the Los Angeles Regional Water Quality Control Board (LARWQCB). VPU is responsible for these permits as they regulate industrial activities occurring at the gas turbine peaking plant. Other agencies which interact with VPU on environmental issues include, but are not limited to, the California Energy Commission (CEC), ARB, the EPA, The Climate Registry (TCR), and the United States Energy Information Administration (EIA).

The compliance documents Jacobs has included in this Work Plan are listed in Section 4 of the RFP, unless otherwise specified.

## A. Air Quality Environmental Compliance

Jacobs' understanding of VPU's current and future permitting strategies, along with our continued local involvement in the SCAQMD rule making process and Regional Clean Air Incentives Market (RECLAIM) transition, enables our team to effectively and efficiently meet current compliance requirements and to work with VPU to adjust the reporting and compliance program based on regulatory changes. Jacobs team members also leverage their experience in preparing Title V Permit Renewal and Modification applications to assist VPU with applicable permit revisions and reporting requirements.

### A.1 Reporting

Jacobs proposes to provide the following specific reporting compliance documents using the schedule, current reporting templates, and identified key players work flow in Attachments D and E, respectively:

- Nitrogen Oxides (NOx) RECLAIM Quarterly Certification of Emissions Report(s) (QCER)
- Title V Semi-Annual Compliance Monitoring Report(s) (SAM)
- Annual Criteria Pollutant and Toxic Air Contaminant Emissions Report; the same as the Annual Emissions Report (AER)
- NOx RECLAIM Annual Permit Emissions Program (APEP) Report

- Title V Annual Compliance Monitoring Report (ACC); submitted to SCAQMD and EPA
- Title V Annual Compliance Certification Report; submitted to SCAQMD and EPA
- Malburg Generating Station Five-Year Compliance Report (HAZ-6); submitted to the CEC every five years with the next report due in October 2020
- Malburg Generating Station Five-Year Compliance Report (HAZ-7); submitted to the CEC every five years with the next report due in October 2020
- Title V Permit Renewal Application coordination support, as needed, in response to SCAQMD review of the submitted application

## A.2 Inspections

In the event of a future inspection, Jacobs proposes to develop an Inspector Response Matrix following the approach Jacobs took in 2019 to respond to a SCAQMD inspection at VPU. The Inspector Response Matrix would clearly identify the inspector's comment, provide an explanation as to how VPU is demonstrating compliance with the inspector's concern, and include a copy of or a reference to the associated documentation necessary to demonstrate compliance. This would be prepared if there were comments from the inspector that needed to be addressed by VPU.

To further assist VPU with identifying and tracking compliance documentation, Jacobs developed a compliance matrix while preparing VPU's 2020 Title V Renewal Permit Application (submitted to the SCAQMD on April 27, 2020). The compliance matrix outlines VPU's permit conditions, current compliance obligations, actions that VPU is taking to verify compliance, and additional information related to VPU's Title V Permit. This matrix would be used both to quickly identify compliance documents required by inspectors as well as to support an efficient review of the Title V renewal permit response from the SCAQMD as a part of task A1.

## A.3 RECLAIM Transition

As part of this contract, Jacobs would continue to attend regulatory-working groups and public meetings associated with the RECLAIM transition, as needed, to determine potential impacts to VPU's compliance program. The SCAQMD, the lead air district agency in the area that encompasses VPU, is currently transitioning from a market-based pollutant reduction approach to a command-and-control regulatory structure using new 'landing rules.' Jacobs proposes to continue to help VPU track this transition and analyze impacts on VPU's reporting and operations as part of this task.

During the next three years, it is anticipated that the new SCAQMD landing rules will require a modification to the existing permit to allow the gas turbines to remain in compliance with the local rules. Jacobs proposes in this scope of work to include both a review of the re-issued renewal as a part of Task A.1, expected within the first year of the contract, as well as one permit modification to incorporate the SCAQMD landing rules in future years.

While not included in this scope of work, Jacobs has staff well-versed in other air quality regulatory changes that may affect VPU, such as Assembly Bill (AB) 617 that effects several air toxic rules, including the state's air toxics emissions reporting program under AB 2588. If requested, Jacobs has staff that can support additional on-call air quality compliance tasks.

## **B. Potable and Recycled Water Environmental Compliance**

As indicated in the RFP, VPU's Water Division operates a water distribution system that provides drinking water and recycled water for the City. VPU produces potable groundwater from eight active wells and purchases potable and recycled water from the Central Basin Municipal Water District (CBMWD). VPU performs sampling of potable water, as required by the State Water Resources Control Board (SWRCB), and compiles all potable water quality data to produce the Annual Water Quality Report (Consumer Confidence Report), as mandated by EPA for public health. VPU must comply with all state and federal drinking water and recycled water regulatory standards, as outlined in state and federal statutes and codes and as reported to the SWRCB.

VPU is also required to comply with state and federal municipal separate storm sewer system (MS4) regulatory mandates for potable water discharges into local bodies of water, mainly the Los Angeles river.

Subject to Water Division authorization, Jacobs proposes to provide review and support services for state and federal regulatory compliance pertaining to drinking water requirements, regulatory compliance for the use of recycled water, and the discharges of potable water allowed by the MS4 permit requirements on an as needed basis as discussed in the Fees and Cost component of this Proposal.

As requested on a task by task basis, Jacobs can also update the existing guidelines applicable to VPU's potable water system to confirm compliance with state and federal drinking water regulations for the system's operation and maintenance. These guidelines would address mandatory sampling, monitoring, and reporting requirements.

Jacobs also has extensive experience preparing Consumer Confidence Reports. If VPU requests these services, our team has the experience needed to provide timely data collection and review, report preparation and/or review, and efficient coordination with water providers. If requested, Jacobs can also provide VPU with guidance documents containing the information necessary to meet existing regulations for the operation of the recycled water system.

The Jacobs team also has experience providing review of VPU's existing Municipal Separate Storm Sewer System (MS4) Permit and, if requested, has the experience required to prepare an amendment to be consistent with the National Pollutant Discharge Elimination System (NPDES) requirements, under which the system currently operates.

Although not specifically listed in the RFP, it is our understanding, based on previous experience, that VPU is also required to perform annual validated water loss audits as an urban retail water supplier. Water loss audits evaluate the potable water distribution system to identify real water losses, such as leaks, and apparent water losses, such as data errors, unbilled usage, or water theft. Estimating the quantity of water lost and associated cost allows retail suppliers to identify opportunities to reduce water and revenue loss. Jacobs has assisted VPU with the annual preparation of the Water Loss Audit according to California Department of Water Resources (DWR) regulations since 2017. Water Loss Audits are required to be validated by a certified California Water Audit Validator and submitted to DWR by October 1<sup>st</sup> of each year.

Since 2018, Jacobs has also assisted VPU with validating Water Loss Audits through a separate Jacobs Water Loss Audit Validation team. Validation team members have extensive experience preparing and validating Water Loss Audits, and the Lead Validator holds a current California Water Audit Validator certification from the CA-NV Section of the American Water Works Association.

The use of separate Jacobs teams to complete both pieces of the Water Loss Audit reduces the amount of coordination required by VPU and allows efficient resolution of any questions to meet the submittal deadline. As a part of the on-call support as discussed in the Fees and Cost component of this proposal, Jacobs can complete a Water Loss Audit preparation and validation upon authorization by the VPU Water Division.

## **C. Industrial Wastewater Environmental Compliance**

As an industrial facility discharging wastewater to the public sewer system, VPU is subject to the County Sanitation Districts of Los Angeles County (Sanitation Districts) Wastewater Treatment Surcharge Program. The Sanitation Districts charge an annual fee to facilities discharging more than one million gallons of wastewater to the public sewer per year and require those facilities to file annual Wastewater Treatment Surcharge Statements by August 15<sup>th</sup>. Facilities that discharge less than one million gallons of wastewater per year are exempt from filing requirements. Historically, VPU has qualified for the exemption most years, but has also exceeded the discharge threshold, requiring the submittal of a Short Form Exemption Statement (to be filed by companies discharging between one and six million gallons of wastewater per year).

For the past 8 years, Jacobs has assisted VPU with preparing either the Wastewater Treatment Surcharge Exemption Statement (kept onsite for documentation) or the Short Form Exemption Report (filed with the Sanitation Districts). Jacobs proposes to continue to leverage past experience to assist VPU with the preparation of the appropriate Wastewater Treatment Surcharge documents based on Station "A" wastewater discharge volumes, following the VPU approval process identified in Attachment E.

## **D. Hazardous Materials Environmental Compliance**

Jacobs proposes to prepare the Malburg Generating Station Annual Compliance Report (CUL-8) for submittal to the CEC, using data provided by VPU and in accordance with the Compliance Calendar and work flow in Attachments D and E.

Condition of Certification Number CUL-8 requires VPU to maintain the Station “A” building as an Historic Property in accordance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties, which include standards for preservation, rehabilitation, restoration, and reconstruction, as codified in Title 36 of the Code of Federal Regulations (CFR), Part 68 (1995). Each of the standards can be applied to a historic property to assist the long-term preservation of a property’s significance through the retention of historic materials and features.

As needed, Jacobs engages cultural resources experts to validate that the Malburg Generating Station Annual Compliance Report appropriately characterizes actions taken by VPU to maintain the Station “A” building as a Historic Property in accordance with the Secretary of the Interior’s Standards. While not specifically requested in the RFP for a nominal effort included in this proposal as discussed in the Fees and Cost Proposal, Jacobs’ cultural resources experts are available to consult with VPU upon request to confirm that any proposed changes affecting the Station “A” building would meet the Standards.

While not specifically requested in the RFP or included in our proposal, typically hazardous materials business plans for facilities that store and handle hazardous materials have been required to be submitted to the City of Vernon Health Department. If such a business plan is needed, Jacobs can also provide this type of support based on our previous experience with the four facilities that historically handled these materials. This effort is not included in this scope of work and any support required beyond the CUL-8 report would need to be authorized by VPU staff prior to commencement.

## **E. Greenhouse Gas Environmental Compliance**

### **E.1 Reporting**

Jacobs proposes to use our past knowledge of VPU’s GHG reporting programs and our globally recognized GHG experts to complete the GHG reports. The following reports are included in this proposal:

- Registration of Specified Electricity Import and Export Sources; submitted to the ARB in support of VPU’s Electricity Distribution System GHG Emissions Inventory
- GHG Emissions Inventories for VPU’s Natural Gas Distribution System; submitted annually to the EPA and ARB

- GHG Emissions Inventory for VPU's Electricity Distribution System; submitted annually to the ARB
- GHG Emissions Inventory for VPU's Gas Insulated Switchgear; submitted annually to the ARB
- GHG Emissions Inventory for City-owned facilities, including vehicles and off-road equipment; used for internal purposes.
- GHG Inventory Management Plan; updated annually for internal records
- Verification Statements for the Natural Gas Distribution System and Electricity Distribution System GHG Emissions Inventories; submitted annually to the ARB. Verification is not required for the Gas Insulated Switchgear GHG Emissions Inventory

The reports and inventories required by the EPA and ARB will be prepared using the most recent regulatory guidelines. For efficiency, draft and final reports will be prepared using templates previously developed for VPU and the regulatory required online reporting platforms will be updated by Jacobs staff familiar with the reporting tools.

The internal GHG inventory for City-owned facilities will be prepared in accordance with The Climate Registry (TCR) Protocol when possible. Based on our experience with the City's operations and data collection, a reasonable effort will be made to get up-to-date and accurate data for the current year of operations. However, in some cases engineering judgment and estimations may be required to complete a representative emissions inventory for the City. Jacobs will leverage our existing knowledge of site operations and extensive GHG reporting programs to help bridge potential gaps in data collection to prepare representative and timely GHG inventories for internal purposes.

Note that VPU's preparation of the internal GHG Emissions Inventory is voluntarily, whereas submissions to the ARB and the EPA are required by state and federal regulations, respectively. Jacobs proposes to assist with the verification process, required for the ARB GHG Emissions Inventories, by coordinating with the third-party consultant after the consultant has been contracted by VPU. It is assumed that contracting of the third-party consultant will be handled and completed by VPU at least three months prior to the verification start date. Jacobs will notify VPU when the contracting process should be initiated, but VPU is ultimately responsible for contracting the consultant within the required timeframe.

## **E.2 Inspection and Audits**

Jacobs will provide ongoing support in response to requests from audits or inspectors. Jacobs proposes to use the detailed documentation and record keeping practices subsequently identified to quickly and efficiently respond to additional requests for information or documentation. Jacobs will also leverage our extensive local knowledge about state GHG reporting programs and regulations as well as our depth of experience



in the federal reporting programs and regulations to help identify potential upcoming changes that may affect VPU's compliance programs and/or operations. Tasks for this effort would be authorized by VPU staff prior to commencement and included in the on-call task as discussed in the Fees and Cost component of this proposal..

## **Critical Success Factors**

Under the scope of work, Jacobs proposes to meet VPU's compliance obligations by maintaining an efficient, inclusive compliance reporting program based on VPU's established program. This includes preparing reports that comply with regulatory requirements, responding to regulatory agency inquiries in the required time frame, and submitting compliance reports to the appropriate regulatory agency prior to regulatory deadlines.

In support of meeting the proposed scope, Jacobs will use the following strategies:

### **Schedule**

Jacobs understands that it is critically important to meet schedule deadlines as they are often tied to regulatory reporting deadlines. To facilitate this, Jacobs proposes to use the Proposed Schedule for Delivery of Scope of Work and VPU Compliance Calendar in Attachments D and E to prepare reports in advance of the reporting deadline to allow for proper review and certification by VPU. We have found that by using these tools and approach, this helps mitigate the risk for impacts to the delivery schedule.

### **Communications**

Jacobs will strive to engage the relevant stakeholders on this project through the use of clear communications and reporting. Organized communication during the course of this project is imperative to meet schedule deadlines while proactive communication with VPU confirms that each City department is aware of the others' responsibilities and how there may be overlap requiring department cooperation. To this effect, Jacobs has an established team, from our project manager, senior technical consultants, and compliance lead, to the junior resources, whom have all worked together for many years. This enables VPU to quickly communicate needs and concerns to our team and know that the issues will be quickly communicated to the relevant team members.

### **Records Management**

As described above, to drive fully engagement from stakeholders, historically VPU has established a shared server folder that Jacobs can access to transfer and store electronic data files belonging to VPU. Jacobs proposes to keep a copy of draft and final reports on this shared server folder, along with the supporting data used to prepare the reports. The reports will detail assumptions, data sources, and calculation methodologies, as applicable. Such clear documentation will facilitate data collection and report re-creation in future years should new personnel join the team. Jacobs proposes to update this shared server folder on at least a monthly basis.

## Quality Management

To provide high quality deliverables, Jacobs proposes to implement a Quality Management Plan. The Quality Management Plan describes the steps Jacobs will follow to provide quality assurance of deliverables prior to VPU receipt. A brief description of these steps is provided below.

Since data will be collected onsite by VPU personnel, Jacobs will, to the extent reasonable, assume that data provided has already been quality assured. However, as the appropriate Jacobs team member compiles the received data, they will also review it for inconsistencies with historical data and outliers. They will then prepare the required analysis and report. A Jacobs peer and Jacobs senior technical consultant will perform a detailed review of draft reports for consistency with prior years' reporting and regulatory requirements prior to delivery to VPU.

## Change Management

Jacobs' ability to successfully manage change will determine whether the allocated budget is met. If VPU asks Jacobs for assistance in a matter beyond the specified scope of work, a change in the scope of work, budget, and deliverables schedule may be necessary. The Jacobs team will track these requests and, as appropriate, discuss any change with VPU prior to commencing the proposed change. It is Jacobs' understanding that any and all changes that may affect the budget would, after confirmation with the VPU Utilities Compliance Administrator, be submitted to the General Manager of VPU detailing the reason additional funding is required and the quantity of additional funding requested. Work not included in this current scope would not begin without full authorization from VPU.



## Ability of the Proposer to Perform

Jacobs' goal in forming our team is to efficiently provide environmental support services to VPU. Our team is familiar with successfully delivering similar projects to clients, both from the technical and regulatory perspectives. In addition, our team has extensive local experience, not only with VPU and numerous utility clients, but with key regulatory agencies, such as SCAQMD, EPA, ARB, Sanitation Districts, and LARWQCB. This section summarizes Jacobs' history and the corporate resources available for the project, as well as our experience and understanding of providing environmental compliance.

### Jacobs Engineering Group Inc.

Jacobs has been providing planning, engineering, and environmental services for over 70 years. Jacobs has 55,000 employees worldwide and generates more than \$13 billion in annual revenue. We have extensive experience in environmental compliance, environmental permitting, engineering design, and construction management. Our professional resources cover every environmental discipline, including air quality, water quality, hazardous materials management, and GHG. Ranked among the World's Most Ethical Companies and top firms in environmental consulting and program management, Jacobs (as CH2M Hill) became the first professional services firm honored with the World Environment Center Gold Medal Award in 2016 for our efforts in advancing sustainable development.

### Team Qualifications

Jacobs' team has been carefully selected based on the staff's technical knowledge, the expertise gained through supporting VPU projects, and their experience working with VPU staff and key agencies on similar compliance projects. The project manager, compliance lead, senior staff, and key junior staff included in this proposal have all provided compliance support similar to that included in this scope of work to VPU within the past three-years. Therefore, VPU can have confidence that our team has no learning curve and can deliver a successful and timely environmental compliance effort efficiently and cost-effectively.

In developing our proposed team, we focused on the following key staff attributes:

- Extensive experience providing multimedia environmental compliance support to clients in California, including VPU

- Previous history working together with this team on similar projects or directly with VPU

Our team is organized with clearly defined roles, with proposed staff who are familiar with the site, the relevant regulatory agencies, and who together helped craft our project approach. Our team has developed the tools in place to meet VPU's environmental compliance requirements. These tools have been improved and updated year after year to provide high quality deliverables on time. Attachment C contains full resumes of the key staff proposed for this project.

### **Project Experience with the VPU**

Jacobs has a long history of providing environmental and licensing support to VPU, having worked for VPU since August 2005. Over the past 15 years, some of the services we provided to VPU have included:

- CEC licensing and permitting support for 3 power plant applications
- Environmental compliance support for VPU for the past 9 years, including air quality, potable and recycled water, industrial wastewater, hazardous materials, and GHG reporting
- Preparation of a preliminary air quality assessment to determine fatal flaws associated with the potential installation of new generating equipment near Station A
- Preparation of a Security Vulnerability Assessment for Malburg Generating Station
- Preparation of a Historical Report for Station A

Our relevant environmental compliance project experience is summarized here with a list of similar projects included to demonstrate our team's qualifications and ability to perform these types of services.

Project/Client	Air Quality Compliance	Potable and Recycled Water	Industrial Wastewater	Hazardous Materials	Greenhouse Gas	Other Services
<b>City of Vernon Environmental Compliance Support 2017 - 2020</b>	●	●	●	●	●	

**Description:** Jacobs has provided multi-media compliance support to VPU, including air quality permitting and reporting, and reporting for GHG, industrial wastewater, storm water and potable water, and hazardous materials. Our team has provided support, reports, and coordination to several agencies on behalf of VPU, including the SCAQMD, ARB, CEC, and EPA. Our team also has experience coordinating with and assisting with third party GHG report verification.

<b>City of Vernon Environmental Compliance Support –2011 - 2017</b>	●	●	●	●	●	
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**Description:** Jacobs developed, modified, and implemented multi-media compliance tools to support VPU. Many of these tools and tracking methods are currently used to efficiently maintain compliance with VPU's regulatory reporting programs. Our team has provided support, reports, and coordination to several agencies on behalf of VPU, including the SCAQMD, ARB, CEC, and EPA.

<b>Chula Vista Confidential Manufacturing Client, Environmental Compliance Support 2010 - 2020</b>	●		●	●	●	●
--	---	--	---	---	---	---

**Description:** Jacobs has provided ongoing environmental compliance support for over 10 years to a large-scale manufacturing facility south of San Diego, CA. Support includes air quality regulatory compliance, such as air toxic and criteria emissions reporting, air permit modifications, source testing, rule compliance determinations, monthly air emission calculations, and record keeping. In addition to air quality, our team has provided ongoing support for evaluating industrial stormwater sample results, updates to hazardous materials business plans, Spill Prevention Control and Countermeasure Plan, CEC and EIA reporting, and voluntary and mandatory GHG reporting programs.

<b>Chiquita Canyon Landfill, Waste Connections, Inc. 2012 - 2019</b>	●				●	●
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Project/Client	Air Quality Compliance	Potable and Recycled Water	Industrial Wastewater	Hazardous Materials	Greenhouse Gas	Other Services
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**Description:** The Jacobs team performed detailed air emission calculations and SCAQMD rule evaluations for a proposed expansion of the Chiquita Canyon Landfill. This scope included detailed evaluations of air toxics, criteria pollutants, and GHG emissions for various sources as well as ongoing regulatory tracking in preparation of the environmental documents. Our team also provided extensive technical support and coordination with the SCAQMD regarding analysis methodology and rule compliance.

**City of Fresno Water Treatment and Quality Evaluation**



**Description:** Jacobs is the program manager for the City of Fresno and all of the water treatment and distribution water quality issues. Our team worked directly with the Director of Utilities and the Manager of Water Treatment Operations for the City of Fresno to resolve the chronic water quality complaints created by this system's soft water. Our team provided a solution to the significant corrosion issues that the City of Fresno had been experiencing for the past 30 years. This solution is currently a part of their normal operating plans going forward.

**Mobile Alabama Area Water and Sewer System (MAWSS) Water Loss Audit 2017 - 2018**



**Description:** The Jacobs team performed water loss audits for the Mobile region to calculate the percentage and amount of non-revenue water (NRW) for fiscal years 2017 and 2018 using best practices. We helped obtain a better understanding of MAWSS' revenue and NRW uses and made recommendations for reducing NRW.



## References

Jacobs is pleased to provide the following references for similar work that we have performed.

### Reference 1:

Name of Client:	Vernon Public Utilities
Name and Title of Contact:	1) Todd Dusenberry, Assistant General Manager 2) Lisa Umeda, Utilities Compliance Administrator Safety and Regulation
Dates of Work Performed:	1) June 2011 – June 2017 2) July 2017 – June 2020
E-mail:	1) <a href="mailto:Tdusenberry@ci.vernon.ca.us">Tdusenberry@ci.vernon.ca.us</a> 2) <a href="mailto:Lumeda@ci.vernon.ca.us">Lumeda@ci.vernon.ca.us</a>
Address:	4305 Santa Fe Avenue, Vernon, CA 90058
Phone:	1) 323.583.8811 ext. 579 2) 323.583.8811 ext. 561

### Work Performed by Jacobs:

Jacobs has a long history of providing environmental and licensing support to VPU, having performed work for VPU from August 2005 through June 2020. Specifically, we have helped manage VPU's environmental program since June 2011.

During the past 9 years, key services we provided to VPU included environmental compliance support for air quality reporting and permitting, as well as reporting for GHG, industrial wastewater and stormwater, and hazardous materials compliance reporting. We also reviewed evolving air quality and climate change regulations.

Our key achievements during this same period included successful third-party verification of 10 GHG inventories submitted to the California ARB and three GHG inventories submitted to The Climate Registry (TCR), successful renewal of VPU's Title V Air Permit in 2015, and successful termination of VPU's coverage under the Industrial General Permit for Stormwater Discharges.

## Reference 2:

Name of Client: Chiquita Canyon Landfill  
Name and Title of Contact: Steve Cassulo, District Manager  
Dates of Work Performed: January 2012 – July 2019  
E-mail: [Steven.Cassulo@WasteConnections.com](mailto:Steven.Cassulo@WasteConnections.com)  
Address: 29201 Henry Mayo Drive, Castaic, CA 91384  
Phone: 661.257.3655

### Work Performed by Jacobs:

Jacobs prepared the California Environmental Quality Act (CEQA) Environmental Impact Report (EIR) for the Chiquita Canyon Landfill Master Plan Revision. A significant portion of the environmental evaluation was associated with the air quality and GHG evaluation led by Elizabeth Schwing. This component required extensive air quality and GHG technical evaluations done in accordance with SCAQMD guidelines and rule requirements, along with coordination with SCAQMD staff.

## Reference 3:

Name of Client: Confidential California Manufacturing Facility  
Name and Title of Contact: Rick Siordia  
Environmental Health & Safety Senior Manager  
Dates of Work Performed: January 2010 – June 2020  
E-mail: [Rick.Siordia@Collins.com](mailto:Rick.Siordia@Collins.com)  
Address: 850 Lagoon Drive, Chula Vista, CA 91910  
Phone: 619.788.9571

### Work Performed by Jacobs:

Jacobs has provided ongoing environmental compliance support for over 10 years to a large-scale manufacturing facility south of San Diego, CA. Support includes air quality regulatory compliance, such as air toxics and criteria emissions reporting, air permit modifications, source testing, rule compliance determinations, monthly air emission calculations, and record keeping. In addition to air quality, our team has provided ongoing support for evaluating industrial stormwater sample results, updates to Hazardous Materials Business Plans, a Spill Prevention Control and Countermeasure Plan, CEC and EIA reporting, and voluntary and mandatory GHG reporting programs.





## Attachment A – Affidavit of Non-Collusion by Contractor

### Affidavit of Non-Collusion by Contractor

State of California

County of Los Angeles

Josh Lawson, being first duly sworn deposes and says that he / she is a Manager of Project of Jacobs, Engineering Group, Inc. who submits herewith the City of Vernon a bid/proposal;

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation;

That such bid/proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication, or conference with anyone attempted to induce action prejudicial to the interest of the City of Vernon, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of bids/proposals, said bidder:

- a. Did not directly or indirectly, induce, or solicit anyone else to submit a false or sham bid/proposal;
- b. Did not directly or indirectly, collude, conspire, connive, or agree with anyone else that said bidder or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his/her bid/proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication, or conference with anyone to raise or fix the bid/proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit, or cost element of his/her bid/proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his/her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Vernon, or to any person or persons who have a partnership or other financial interest with said bidder in his/her business.

I certify under penalty of perjury that the above information is correct.

By:

Title: Josh Lawson, Manager of Projects

Date: 5/18/2020

# EXHIBIT TEMPLATE Attachment B - Organization Chart

Project Name: FEMA - Individual Assistance Support Contract  
JETT Record: NG0509170845WDC  
Project Number: 688847.PS.A1  
Server Location: \\orion\BD\FEMA\999999IASC\NG0509170845WDC  
Sharepoint: [https://delivery.ch2m.com/proposals/FEMA-IndividualAssistance%20Support%20Contract%20IASC/\\_layouts/15/start.aspx#/](https://delivery.ch2m.com/proposals/FEMA-IndividualAssistance%20Support%20Contract%20IASC/_layouts/15/start.aspx#/)  
Lead Designer: Chrissy Ehlers/MKE



## Font Usage

**Heading 1: 14pt. Guardian Sans Bold**

**Heading 2: 10pt. Guardian Sans Regular**

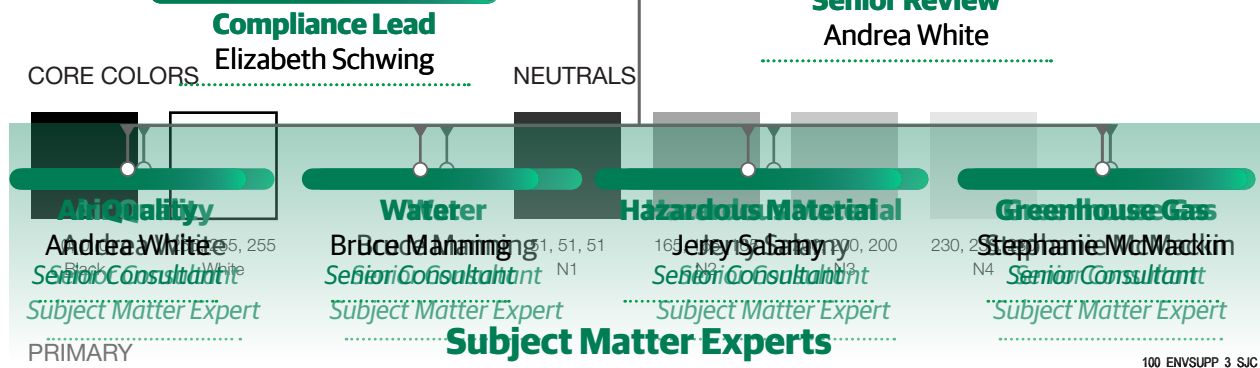
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**Project Manager**  
Elyse Engel

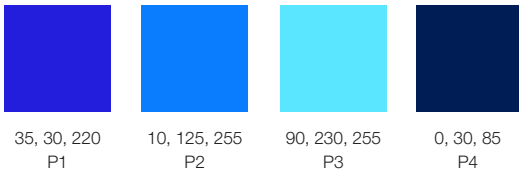
Use paragraph and character styles to format text. Basic styles have been set up in this template. Please set up new styles for any new formats you need.

## Color Palette and Graphics Styles

Customize as needed using CH2M HILL palettes and creating custom graphic styles



### Blues



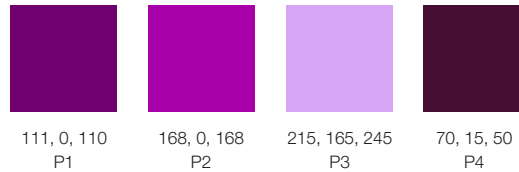
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P2

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P3

0, 30, 85  
P4

### Purples



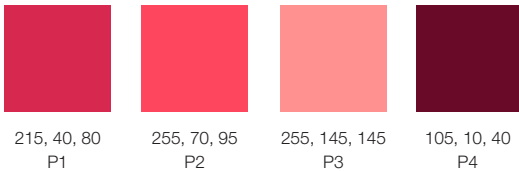
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P1

168, 0, 168  
P2

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P3

70, 15, 50  
P4

### Reds



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P1

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P2

255, 145, 145  
P3

105, 10, 40  
P4

### Yellows



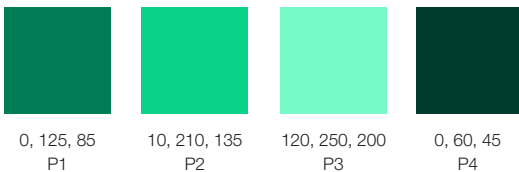
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P1

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P2

255, 220, 120  
P3

160, 75, 0  
P4

### Greens

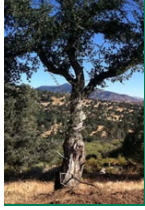


0, 125, 85  
P1

10, 210, 135  
P2

120, 250, 200  
P3

0, 60, 45  
P4



## Attachment C Key Resumes

We are enclosing the resumes of our team members as shown in Appendix B – Organization Chart:

- Elyse Engel – Project Manager; Technical Lead; Air Quality Specialist
- Elizabeth Schwing – Compliance Lead
- Andrea White – Senior Consultant for Reporting to SCAQMD
- Stephanie McMackin – Senior Consultant for GHG Reporting
- Jerry Salamy – Senior Consultant for Reporting to California Energy Commission
- Bruce Manning – Senior Consultant for Potable & Recycled Water Reporting

**Education:**

BS, Chemical Engineering, Massachusetts Institute of Technology (MIT)

**Registration:**

Engineer in Training, California

**Years Experience:**

12

**Distinguishing Qualifications:**

- ✓ *Experience managing multi-media compliance projects*
- ✓ *Experience preparing CEQA/NEPA Air Quality Analyses*
- ✓ *Air permitting experience*
- ✓ *GHG reporting experience*

## Elyse Engel

### Project Manager; Technical Lead; Air Quality Specialist

Elyse Engel is a chemical process engineer, specializing in air quality. She is experienced in air quality compliance, including preparing greenhouse gas (GHG) emissions inventories, construction and operational air emissions estimates in support of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) evaluations, air dispersion modeling, human health risk assessments (HHRAs), and risk management plans (RMPs). Elyse has prepared CEQA and NEPA permitting documentation using both URBEMIS2007 and CalEEMod to estimate construction and operation-related emissions for purposes of demonstrating a project's less-than-significant impacts relative to the available thresholds.

### Representative Projects

**Project Manager; Compliance Assistance; City of Vernon (City); Vernon, CA.** Collected site data and prepared GHG emissions inventories for the City, including emissions from fleet vehicles, city offices and buildings, the power plant, and transmission lines. Performed emissions calculations according to the California Climate Action Registry (CCAR), The Climate Registry (TCR), the California Air Resources Board (ARB), and the U.S. Environmental Protection Agency (EPA) protocols. Provided verification assistance, which included site visits and communication with a third party verifier. Established a compliance calendar to capture the City's air quality, industrial wastewater and storm water, hazardous materials, and GHG reporting requirements under various agencies. Managed a team, including CH2M and City personnel, to implement the compliance calendar. Coordinated preparation and submittal of various compliance reports, including Quarterly Certification of Emissions Reports and Annual Permit Emissions Program Reports for the South Coast Air Quality Management District (SCAQMD). Prepared a Title V Permit Renewal Application for the City, which was submitted to the SCAQMD. Researched developments to the ARB's Cap-and-Trade Program for relevance to the City and provided assistance in preparing for the first allowance auction, held in 2012. Received written, positive feedback from the City regarding successful management of and commitment to quality for the Compliance Assistance Project.

**Project Manager; Bay Area Clean Water Agencies (BACWA) Air Issues and Regulations (AIR) Committee; Oakland, CA.** Managed regulatory services to BACWA's AIR Committee, which includes agencies that own and operate publicly-owned treatment works (POTWs) in the San Francisco Bay Area. Conducted bi-monthly meetings to inform agencies of local, state, and federal air quality and climate change regulations that may impact POTWs. Advocated on behalf of agencies to the ARB, Bay Area Air Quality Management District (BAAQMD), and other regulatory agencies. Prepared a comment letter on behalf of agencies to encourage the BAAQMD to consider cross-media regulatory issues in their proposed Climate Protection Strategy (e.g., nutrient removal's impact to GHG emissions and air toxics regulations that discourage the use of renewable biogas).

**Project Manager; GHG Emissions Inventory; Sempra Generation; Arizona, California, and Mexico.** Collected site data and prepared GHG emissions inventories for 3 power generation facilities in western North America. Performed emissions calculations according to the CCAR, ARB, and TCR protocols. Provided verification assistance for two facilities, which included site visits and communication with a third party verifier. Managed other team members who assisted with this effort and interfaced with the client regarding project delivery.

**Project Manager; RMP Updates; Various Clients; California and Arizona.** Participated in Process Hazard Analyses for chlorine and ammonia processes used for wastewater treatment and/or emissions control. Audited facilities' RMPs and Process Safety Management Programs to ensure compliance with the California Accidental

Release Prevention Program and Occupational Safety and Health Administration regulations. Assisted facilities with the creation and/or update of RMPs, including performing offsite consequence analyses.

**Task Lead; Application for Certification (AFC) Preparation; AES; CA.** Estimated short- and long-term emissions associated with repowering a natural gas-fired power plant using CalEEMod, an air dispersion model, and emission factors from EMFAC. Estimated air quality impacts associated with short- and long-term emissions using AERMOD, an air dispersion model. Revised results quickly to incorporate new data or methodology to meet an accelerated schedule. Drafted and revised the Air Quality and Public Health sections of the AFC and the accompanying appendices, including evaluations of applicable federal, state, and local air and GHG regulations. Interfaced with client and regulatory agencies during this effort to resolve disagreements surrounding appropriate mitigation, potentially significant impacts, methodology, etc. Led team members to complete tasks for multiple sites simultaneously with very truncated delivery schedules. As part of the California Energy Commission licensing process, participated in evidentiary hearings as an air quality and public health technical expert.

**Task Lead; GHG Emissions Inventory; Confidential Client; Nationwide.** Prepared GHG emissions inventories for California-operated petroleum refineries of a major petroleum industry client. Performed emission calculations according to the CCAR and ARB protocols. Provided verification assistance for one facility, which included a site visit and communication with a third party verifier. Prepared a template by which each refinery belonging to this nationwide company could estimate and report GHG emissions according to the EPA's Mandatory Reporting Regulation, documented in 40 Code of Federal Regulations Part 98. Hosted two training sessions, guiding refinery personnel through the process of entering emissions data electronically for EPA reporting.

**Team Member; CEQA and NEPA Evaluations; Various Clients; CA.** Estimated short- and long-term emissions associated with various remediation projects, new construction projects, and modification of existing interstates and roadways within California using CalEEMod and emission factors from EMFAC and/or CT-EMFAC. Completed regional-level and project-level conformity analyses, including qualitative evaluations of mobile source air toxics and particulate matter hot-spots. Performed carbon monoxide (CO) hot-spots analyses using the CALINE4 and CAL3QHC air dispersion models. Revised model runs quickly to incorporate new data or methodology to meet an accelerated schedule. Interfaced with client and contractors during this effort to discuss proposed construction schedules and equipment lists. Drafted and revised Environmental Impact Statements and the accompanying technical reports, including evaluations of applicable federal, state, and local air and GHG regulations. Completed a general conformity analysis for several of these projects.

**Team Member; California High Speed Train (HST); Federal Rail Authority; CA.** Estimated construction and operational emissions associated with the HST using URBEMIS2007, an air dispersion model, and emission factors from EMFAC. Updated model runs frequently and quickly to incorporate new data or methodology to meet an accelerated schedule. Interfaced with external CH2M project teams during this effort to discuss methodology and proposed construction schedules. Helped draft and review the Environmental Impact Report and accompanying Technical Report for the Merced to Fresno segment of the HST, which were both up to 200 pages in size. Completed a general conformity analysis for and performed a microscale CO analysis using EMFAC emission factors and CALINE4 to estimate emissions from a parking structure.

**Team Member; Air Dispersion Modeling; Various Clients.** Performed air quality impact analysis using the Open Burn/Open Detonation air dispersion model. Developed testing scenarios and technical options to adequately characterize the disposal of spent propellants, as well as the testing of rocket motors. Performed air quality impact analyses using AERMOD for a variety of power plant facilities. Evaluated results and provided peer review. Performed air quality impact analyses using the CALPUFF air dispersion model to evaluate the potential migration of chemical constituents from a variety of sources, including the testing of rocket motors, electricity generating units, and demolition. Performed HHRAs using the ARB HARP model. Identified air toxics, conducted emission calculations, and performed scenario modeling to determine the potential cancer, chronic, and acute risks to surrounding workers and residents. Prepared modeling protocols, to document modeling parameters and methodology, and modeling reports, to present the modeling results and conclusions.

**Education:**

BS, Chemical Engineering, University of Arizona

**Registration:**

Professional Engineer, California

**Years Experience:**

10

**Distinguishing Qualifications:**

- ✓ *Environmental Compliance Management Experience*
- ✓ *Experience preparing CEQA/NEPA Air Quality Modeling and Analysis*
- ✓ *Greenhouse Gas and Criteria Pollutant Emissions Expertise*

## Elizabeth A. Schwing, PE

### Compliance Lead

Elizabeth Schwing is a chemical process engineer with 7 years of experience. She specializes in air quality work, with a focus on environmental compliance management, preparation of criteria pollutant and greenhouse gas (GHG) emission inventories, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) analysis, air dispersion modelling, regulatory review and applicability determination, regulatory compliance evaluation, risk management plan preparation, and conformity analysis.

**Representative Projects****Task Lead, GHG Emissions Inventory, CH2M, Worldwide.**

Developed methodology for calculation of GHG emissions from Scope 3 sources, including business air and ground travel, employee commuting, solid waste disposal, and wastewater treatment, in

accordance with the White House Council on Environmental Quality (CEQ), Federal Greenhouse Gas Accounting and Reporting Guidance and Technical Support Document for Federal GHG Accounting and Reporting. Collected data regarding CH2M Scope 3 activities worldwide and coordinated entry into GHG emission calculation software. Supported the CH2M Sustainability Report preparation team via review of raw data and calculated emissions to identify and explain significant changes in Scope 3 emissions year-to-year.

**Team Member, Regulatory Tracking Summaries, NASA, CA.** Prepared a bi-weekly summary of California Air District regulatory updates potentially affecting NASA facilities in California. Reviewed six Air District websites, federal register items associated with California Air Districts, and a California environmental journal throughout each two week period to identify applicable items. Provided a brief synopsis of each item, with links to sources of additional information.

**Project Manager, Toxic Release Inventory Reports, Chevron Corporation, CA, HI, OR, TX, GA, and FL.** Led a team of ten staff to collect and verify a large amount of data, prepare toxic release inventory (TRI) reports, and coordinate online submittal for 12 Chevron light products terminals. Used a proprietary Excel-based calculation tool to estimate emissions associated with onsite releases due to product transfer and blending, onsite treatment, combustion, painting, spills, and remediation efforts, and offsite transfers of solid waste and wastewater. Coordinated entry of release estimates and facility information into U.S. Environmental Protection Agency (EPA)'s online reporting tool, TRI-MEweb. Performed detailed technical review and provided guidance to report preparation staff. Assisted Chevron Terminal Managers in data collection, report review, and report certification. Provided historical and cross-terminal summaries of TRI onsite releases, onsite treatment, and offsite transfers.

**Task Lead, CEQA and NEPA Evaluation, Waste Connections, Inc., CA.** Estimated construction and operational emissions associated with expansion of the Chiquita Canyon Landfill using CalEEMod air dispersion model methodology and emission factors from EMFAC2014. Used the CALINE4 air dispersion model and emission factors from EMFAC2014 to perform a carbon monoxide (CO) hot-spot analysis. Coordinated criteria pollutant impact analysis using the AERMOD air dispersion model and assisted with preparation of a Health Risk Assessment, done according to the Office of Environmental Health Hazard Assessment (OEHHA) 2003 "Air Toxics Hot Spots Program Risk Assessment Guidelines", as well as the recently released 2015 "Guidance Manual for Preparation of Health Risk Assessments". Prepared and revised the Air Quality Chapter of the Environmental Impact Report, including evaluation of applicable air and GHG regulations. Coordinated with the Lead Agency and South Coast Air Quality Management District regarding analysis methodology. Prepared responses to comments received during public comment periods.

**Deputy Project Manager and Technical Lead, Compliance Assistance, City of Vernon (City), CA.** Provided multi-media compliance support to the City, including air quality permitting and reporting, GHG reporting, industrial wastewater and storm water reporting, and hazardous materials reporting. Work activities included collecting and reviewing site data for accuracy; preparing applicable reports, emissions inventories, and permit documents pursuant to agency guidance; and participating in rigorous internal review of all deliverables. Acted as client point of contact for data collection, and interfaced with City personnel, regulatory agencies, and/or third parties as needed to complete compliance activities. Provided guidance to the City regarding new and evolving regulations to help ensure ongoing awareness of compliance obligations. Prepared GHG emission inventories according to EPA, California Air Resources Board (ARB), and The Climate Registry (TCR) protocols. Coordinated electronic submittals, updated GHG Inventory Management Plan, and assisted with third party verification. Together, the team serving the City has continued to receive positive feedback from the City regarding commitment to quality for the Compliance Assistance Project.

**Task Lead, Cogeneration Engine Source Testing, United Technologies Corp., Aerospace Systems, CA.** Coordinated and provided oversight for annual preliminary and San Diego Air Pollution Control District (SDAPCD)-supervised source tests to verify the performance of three cogeneration engines per SDAPCD air permits. Completed a detailed review of the source test protocol, source test report, raw data, and supporting calculations prior to submission to the SDAPCD. Acted as on-site safety coordinator during testing.

**Task Lead, Conformity Analysis, Southern California Edison, CA.** Estimated air emissions from construction activities associated with the Tehachapi Renewable Transmission Project and prepared corresponding technical memorandums annually to provide a basis for compliance with mitigation described in the Final Environmental Impact Report, Final Environmental Impact Statement, and Final Record of Decision. Provided additional ongoing air quality support as requested.

**Team Member, GHG Emissions Inventories, Semptra Generation, CA, AZ, and Mexico.** Prepared GHG emission inventories according to EPA, ARB, and TCR protocols. Assisted with electronic submittal development, GHG Inventory Management Plan updates, and third party verification.

**Task Lead, Particulate Matter Hot-Spot Analysis, Federal Transit Administration, Various.** Used MOVES (or the ARB's EMFAC model for sites in California) to calculate emission factors for 13 transit facilities falling into four groups: bus maintenance facilities, park-and-ride facilities, commuter rail facilities, and combination facilities. Conducted PM hot spot analyses of the transit facilities. Assisted in the preparation of a report containing general information on performing air quality analyses, general information on completing PM hot-spot analyses by facility type, detailed examples of PM hot spot analyses completed for each type of facility, and look up tables for use in determining whether a project would require a site-specific detailed PM hot spot analysis to determine conformity.

**Team Member, Compliance Evaluation, BAE Systems, CA.** Reviewed amendments to the ARB In-Use Off-Road Diesel-Fueled Fleets regulation, Large Spark-Ignition Engine Fleet Requirements regulation, Truck and Bus regulation, and Harbor Craft regulation and completed a compliance evaluation for two BAE Systems California facilities. Evaluated fleet size, summarized current compliance status and regulatory requirements, used ARB fleet average tools to calculate existing fleet average emissions, and provided an analysis of PM emission control options. Prepared technical memorandums summarizing the results of each evaluation.

**Team Member, California High Speed Train Environmental Impact Report, Federal Rail Authority, CA.** Performed a microscale CO analysis using EMFAC2007 emission factors model and CAL3QHC and CALINE4 air quality dispersion models to estimate existing, future No Project Alternative, and future CO levels with the HST alternatives at 22 selected locations. Executed or reviewed over 250 air dispersion model runs over the course of the project. Updated model runs frequently to incorporate new data or methodology, including a switch from the CAL3QHC air dispersion model to the CALINE4 air dispersion model, while meeting an accelerated schedule.

**Team Member, Risk Management Program, City of San Diego, CA.** Performed Risk Management Plan (RMP) audits for three water treatment plants and prepared reports detailing the findings. Completed Process Hazard Analyses (PHAs) for two chlorine processes and Hazard Reviews (HRs) for three ammonia processes. Updated RMP Program documents for three water treatment plants.



**Education:**

BS, Chemical Engineering, University of California at Davis

**Registration:**

Professional Chemical Engineer, California

**Years Experience:**

15

**Distinguishing Qualifications:**

- ✓ *Experience preparing CEQA/NEPA Air Quality Modeling and Analysis*
- ✓ *Certified ISO 14064 Greenhouse Gas Accounting and Verification Auditor*

## Andrea White, PE

### Senior Consultant

Andrea White provides air quality and greenhouse gas consulting services to government and private clients. She is familiar with all applicable federal and state guidelines and permitting for air quality. Andrea's technical focus is on environmental compliance and project management. She is experienced in performing and leading teams to complete a variety of compliance projects for large manufacturing, petroleum, and municipal facilities.

**Representative Projects**

**Project Manager and Senior Technical Air Quality Consultant; Compliance Assistance; City of Vernon (City); Vernon, CA.**

Provided interim project management support and ongoing senior

technical support to support multimedia compliance, including air quality permitting and reporting, GHG reporting, industrial wastewater and storm water reporting, and hazardous materials reporting. Provided senior technical support with a focus on air quality compliance and GHG reporting. Technical components include Title V Permit Application to the South Coast Air Quality Management District (SCAQMD), ongoing Quarterly Certification of Emissions Reports and Annual Permit Emissions Program Reports Performed, as well as through the SCAQMD NOx RECLAIM transition. Experience also includes greenhouse gas emission reporting using The Climate Registry (TCR), the California Air Resources Board (ARB), and the U.S. Environmental Protection Agency (EPA) protocols.

**Project Manager and Senior Technical Consultant, Greenhouse Gas (GHG) Emissions Inventory, Confidential Manufacturing Client, San Diego, CA.** Technical lead for the development of a mandatory greenhouse gas inventory and management program to meet the California Air Resources Board Mandatory reporting program under Assembly Bill 32. Responsible for the development of inventory and data management, tracking, and calculation tool. As well as implementing the recording keeping necessary to meet compliance with ARB Mandatory reporting and ongoing facility changes.

**Project Manager and Senior Technical Consultant, Air Toxics Reporting Under AB 2588, Confidential Manufacturing Client, San Diego, CA, San Diego, CA.** Negotiated with the San Diego Air Pollution Control Division (SDAPCD) to revise air emissions inventory to use lower and more representative emission factors for manufacturing sources. Performed health risk assessment air dispersion modeling (HRA) using the California Air Resources Board (CARB) HARP model. Identified air toxic species, conducted emission calculations, and performed scenario modeling. Negotiated to define industrial source emission rates, control efficiencies and source parameters. Directed and provided oversight of emission source testing to demonstrate compliance with facility permits for co-generation units.

**Project Manager and Senior Technical Consultant, Title V Permit Application, Confidential Fuel Terminal, Fresno, CA.** Technical lead and Project Manager for the Title V Permit application in the San Joaquin Valley Air Pollution Control District (SJVAPCD). Leveraged existing reporting under SJVAPCD Enhanced Tank Program to streamline Title V permit application process. Incorporated rule requirements and developed emission calculations to provide operational flexibility for various sources including tanks, stationary combustion, loading and unloading racks, and various control equipment including thermal oxidizers. Completed application on time and within budget with no revisions requested from the permitting agency.

**Project Manager, Information Management Enviance Software Solutions, Confidential Oil and Gas Client, Various Locations United States.** Developed and implemented an enterprise software solution to track and report



incident parameters, audit site inspections, and required compliance summary statistics. Designed custom internal and external reports for quick review of environmental and injury incidents events at various site locations and the corporate level. Developed tools to track training requirements for multisite and multi-disciplinary teams. Tools were integrated into online compliance systems for real-time updates and ease of use by several levels of management.

**Project Manager and Air Quality Technical Lead, Compliance Plans and Permits, Confidential Utility Client, Various Locations Northern CA.** Directed the work of providing multiple compliance plans to various operating sites throughout California. Work involved developing permit strategy and updating permits. Developed an emission control plan to monitor, maintain, and record emissions from equipment located at compressor stations. Prepared a parametric monitoring plan as a part of the Reciprocating Internal Combustion Engines National Emission Standards for Hazardous Air Pollutants compliance. Addressed regulations and components required by the Mojave Desert Air Quality Management District and Bay Area Air Pollution Control District, along with minor source permit modifications.

**Senior Technical Consultant, Air Permit and Plan Compliance, Confidential Utility Client, Various Locations Southern CA.** Provide regulatory summaries, reports, interpretations and compliance options as it pertains to facility operations subject to South Coast Air Quality Management District, San Joaquin Valley Air Pollution Control District, and Mojave Desert Air Pollution Control District regulations. Compliance areas include criteria permitting requirements, identification of emission sources, fugitive dust and construction regulatory requirements.

**Project Manager and Senior Technical Consultant, GHG Inventory and Management Program Development, San Diego, CA, Port of San Diego.** Technical lead for the development of greenhouse gas inventory and management program to meet internal and external stakeholder disclosure requirements. Tracking was done relative to Port emission reduction goals and citywide emission targets. Responsible for the development of inventory and data management, tracking, and calculation tool. As well as implementing the recording keeping necessary to implement the program and ongoing operational changes.

**Air Quality Task Lead, California Environmental Quality Act (CEQA) / National Environmental Protection Act (NEPA): Air Quality Analysis, California High-Speed Rail Authority, Merced-Fresno, CA.** Lead consulting team to prepare a schedule critical combined Environmental Impact Report and Environmental Impact Statement and supporting technical reports and analyses. Coordinated with regulators and other consultants, to develop appropriate methodology and approach for this first of its kind project in California and one of the first large scale projects to address the new CEQA greenhouse gas requirements. Evaluation included: quantifying GHG, criteria, and toxic emissions from construction and operational air pollutant sources using URBEMIS, Sacramento Metropolitan Air Quality Management District Roads Model, EMFAC2007, and US Environmental Protection Agency AP 42 guidelines, perform air dispersion modeling using AERMOD and CALROADs, and address transportation conformity and general conformity requirements.

**Task Lead/Engineering Lead, RMP, City of San Diego Alvarado, Otay, and Miramar Water Treatment Facilities, San Diego, CA.** Updated the combined Risk Management Plan (RMP) and Process Safety Management (PSM) documents for three water treatment plants for the City of San Diego. In addition to the 5-year update, I lead the team to address previously identified deficiencies in the program. The project also included the triannual audit, a Process Hazard Analysis and Hazard Review, and updating the maintenance and training documentation and training for the three plants.

**Air Quality Specialist, Port Access Study, Port of San Diego, San Diego, CA.** Prepared the air quality and GHG technical studies for two proposed Port of San Diego Access studies, the 32nd Street Port Access and 10th Avenue Port Access. Focus was on goods movement of truck freight traffic from the San Diego Marine Terminals to the regional freeway system and how changes would affect air quality. Each technical document was prepared in compliance with NEPA/CEQA and FHWA requirements as well as local requirements. Affected agencies include the Port of San Diego, U.S. Navy, City of San Diego, and National City.

**Education:**

M.S., Civil Engineer (Environmental Option)  
University of Dayton

B.S. Engineering Management, Environmental  
Science Specialty

**Registration:**

Professional Engineer: Ohio, Kentucky, West  
Virginia, South Carolina

Certified Environmental Auditor

**Years Experience:**

18

**Distinguishing Qualifications:**

- ✓ *Expert at GHG inventory development and management as well as the GHG Mandatory Reporting Rule*
- ✓ *Primary experience in Industrial Compliance and Auditing*
- ✓ *Skilled at air auditing for Electric Utility Sector, including auditing of Continuous Emissions Monitoring Equipment (CEMs)*

## Stephanie McMackin, PE, CEA

### Senior Consultant for GHG Reporting

Stephanie McMackin is an environmental engineer with 18 years of experience in Industrial Compliance and Auditing. She has provided onsite compliance support to a variety of industrial clients including electric utilities, plastics, automotive, chemical manufacturing, pulp and paper, and aircraft engine manufacturing facilities.

Responsibilities included environmental auditing, preparing and updating Operating Permit Applications, construction permitting, completion of monthly and annual air emission reports, development of air emission inventories, SARA 313 TRI reporting, Spill Prevention Control and Countermeasures (SPCC) Plan Preparation, NPDES permitting, and on-call support for compliance issues and questions.

Stephanie has managed and participated on a diverse set of GHG contracts with clients such as Climate Leaders and Eaton Corporation to develop corporate inventories, assess project-based emissions reductions, develop inventory tracking/management systems, identify energy reduction opportunities, and develop overall climate strategies.

**Representative Projects****Senior Technical Consultant, Compliance Assistance; City of**

**Vernon (City); Vernon, California.** Provided climate change compliance and GHG reporting support to the City. Work activities included reviewing site data for accuracy; reviewing applicable reports, and GHG emissions inventories; and participating in rigorous internal review of all deliverables. Provided guidance to the City regarding new and evolving regulations to help ensure ongoing awareness of compliance obligations. Together, the team serving the City has continued to receive positive feedback from the City regarding commitment to quality for the Compliance Assistance Project.

**Project Manager, GHG Corporate Inventory Verification, First Solar.** Served as project manager and lead auditor for a project to independently verify First Solar's corporate GHG inventory. Verification was conducted in a manner consistent with the International Standard ISO 14064 Part 3 (ISO 14064-3) as well as the World Resources Institute/ World Business Council for Sustainable Development (WRI/WBCSD) GHG Protocol. The objective of the verification was to provide assurance to First Solar that the GHG emissions inventory complied with the WRI GHG Protocol. The scope for this review was Scope 1 and Scope 2 emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O) and hydrofluorocarbons (HFCs) collectively referred to as GHGs expressed as a carbon dioxide equivalent (CO<sub>2</sub>e) emissions. The review included the infrastructure, activities, technologies, and processes as they pertain to emission sources identified within the specified boundary conditions and included mobile combustion, stationary combustion, refrigerants, and purchased electricity.

**Project Manager, GHG Corporate Inventory Verification, Celgene (Pharmaceuticals).** Served as project manager and lead auditor for a project to independently verify Celgene's corporate GHG inventory. Verification was conducted in a manner consistent with the International Standard ISO 14064 Part 3 (ISO 14064-3) as well as the World Resources Institute/ World Business Council for Sustainable Development (WRI/WBCSD) GHG Protocol. The objective of the verification was to provide assurance to Celgene that the GHG emissions inventory complied with the WRI GHG Protocol. The scope for this review was Scope 1, Scope 2 and Scope 3 emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O) and hydrofluorocarbons (HFCs) collectively referred to as GHGs expressed as a carbon dioxide equivalent (CO<sub>2</sub>e) emissions. The review included the infrastructure, activities, technologies, and processes as they pertain to emission sources identified within the specified boundary conditions and included mobile combustion, stationary combustion, refrigerants, purchased electricity, waste and business travel.

**Air Permitting Lead, GHG PSD Permitting, CaliSolar, OH.** CaliSolar was proposing to install and operate a silicon purification process at an existing industrial manufacturing facility in Ontario, Ohio. At full build out the facility could produce up to 16,000 metric tons per year (mtpy) of solar grade silicon from metallurgical grade silicon. Responsible for developing air permitting package for the facility including emissions inventory, criteria pollutant and GHG BACT/BAT analysis, and Ohio e-biz air permit application forms. GHG BACT analysis focused on energy efficiency of reverb furnaces.

**GHG Inventory Lead, El Paso Corporation.** Lead senior engineer and technical reviewer on project to develop GHG emission inventory for construction of a pipeline spanning a variety of states. Project includes developing emissions calculation methodology to estimate emissions from construction-related activities where in many cases data is slim or unavailable. Project includes coordinating with 20+ prime contractors as well as almost 100 subcontractors.

**GHG Inventory Lead, Cobre Panama.** To address World Bank/IMF requirements for analysis and, where possible, mitigation of greenhouse gas (GHG) emissions from a proposed Panamanian mining project and associated infrastructure development, Cobre Panama requested CH2M's assistance to prepare a GHG inventory, GHG Inventory Management Plan (IMP), and analysis of technical and economic feasibility of internal and external GHG mitigation options. Responsible for development of the GHG inventory in accordance with International Panel on Climate Change (IPCC) standards and development of the IMP.

**Senior Consultant; GHG MRR Inventory Development; Air Force.** Responsible for guiding development and review of GHG inventories and MRR-compliant monitoring plans for a variety of Air Force bases.

**Senior Consultant; GHG MRR Compliance; Caraustar Paperboard; OH.** The Caraustar facility is a 14-acre recycled paper facility located on the eastern side of the Cincinnati metropolitan area. Caraustar engaged CH2M to provide compliance support for the requirements of the U.S. EPA *Mandatory Reporting Rule (MRR) for Greenhouse Gas Emissions (40 CFR 98)*. As part of this project, CH2M completed an applicability analysis of the MRR to Caraustar processes, developed a MRR-compliant GHG monitoring plan, and developed an excel tool to calculate GHG emissions from applicable sources. The calculation tool used MRR-specific methodologies to determine GHG emissions from stationary combustion equipment burning natural gas, fuel oil, and propane. The tool will be used by Caraustar to calculate annual GHG emissions, document emission sources, and to complete the annual reporting as required by the MRR.

**Senior Consultant and Team Member; GHG MRR Compliance; United States Air Force.** Part of a team which assisted the Air Force Materiel Command (AFMC) evaluate GHG Mandatory Reporting Rule (MRR) applicability. Ms. McMackin developed a MRR-targeted survey to identify applicable sources and gather data. She provided senior consultant and review support on a task to develop an excel-based screening tool to calculate emissions for MRR-related activities. We compiled data from over 200 USAF installations representing all major commands (MAJCOMs) and provided summary reports on the data. CH2M also developed preliminary estimates on the cost to comply with MRR reporting requirements. As part of this task, Ms. McMackin developed a MRR Monitoring Plan template for installations to use to comply with the MRR.

**Senior Consultant and Team Member; GHG MRR Compliance; Various.** Developed or reviewed calculation spreadsheets and GHG monitoring plans in accordance with Federal GHG MRR requirements for a variety of industries including steel, mining, electric utility, oil and gas, chemicals, and municipalities.

**Program Manager; Greenhouse Gas Voluntary Program; EPA Climate Leaders; Federal.** Team member and Project Manager responsible for guiding industry partners through the Climate Leaders Greenhouse Gas (GHG) Management Program. Provide support to each partner on identifying types of emission sources, calculating GHG emissions, supporting the creation of a GHG management system, providing guidance on GHG management system elements, quality review of system data, onsite review of implementation, and on-call support for technical queries. She also provides overall technical support to the EPA Climate Leaders Team on sector protocol reviews, development of programmatic guidance documents, and review of technical documents.

**Education:**

B.A., Chemistry

**Registration:**

N/A

**Years Experience:**

30

**Distinguishing Qualifications:**

- ✓ *CEC Licensing Expert - Project Manager and Air Quality Lead for numerous Applications for Certification before the California Energy Commission*
- ✓ *Prepared numerous Prevention of Significant Deterioration Pre-Construction Air Quality Permit Applications, prepared project permeability studies*
- ✓ *Assessed industrial facilities compliance with state and federal air pollution rules and regulations, and assisted power plant clients with compliance-related issues*

## Jerry Salamy

### Senior Consultant for Reporting to California Energy Commission

Jerry Salamy has more than 30 years of experience preparing environmental documentation for siting of power facilities, including solar, geothermal, biomass, and fossil fuel fired power plants. He has managed a wide variety of power plant projects, including projects with budgets over \$2 million. The environmental document included preparation of California Environmental Quality Act (CEQA) initial studies, mitigated negative declarations, environmental assessment, and impact reports. Jerry has also been responsible for preparation of National Environmental Policy Act (NEPA) environmental document for geothermal power plants in California and Nevada. He has provided expert testimony during siting cases before the California Energy Commission and the California Public Utilities Commission.

### Representative Projects

**Program Manager and Air Quality Lead; Application for Certification; Alamitos Energy Center; AES Southland Development LLC; Long Beach, CA.** Planned and executed the preparation of an AFC for a 1,040-MW repower of the existing

Alamitos Beach Generating Station located within the coastal zone of Long Beach, CA. The project required the preparation of numerous studies and a Prevention of Significant Deterioration (PSD) permit application submitted to the South Coast Air Quality Management District. The AFC was required to demonstrate conformance with the City of Long Beach's Local Coastal Program. The Coastal Commission has been consulted by the CEC and has indicated they are not expecting to comment of the CEC's license for the project. The CEC issued the final decision for the project in May 2017.

**Program Manager and Air Quality Lead; Application for Certification; Huntington Beach Energy Project; AES Southland Development LLC; Huntington Beach, CA.** Planned and executed the preparation of the AFC for a 840-MW repower of the existing Huntington Beach Generating Station located within the coastal zone of Huntington Beach, CA. The AFC was required to demonstrate conformance with the City of Huntington Beach's Local Coastal Program (LCP). The Coastal Commission issued a report to the CEC defining areas where, in its opinion, the project did not conform to the LCP requirements. Mobilized a team to prepare a rebuttal to the Coastal Commission's assertions, which was adopted by the CEC in its license. The CEC issued the final decision for the project in May 2017.

**Application for Certification, Salton Sea Unit 6 Geothermal Power Plant, Mid American Energy Holding Company, Imperial County, CA.** Managed the licensing of a 185-MW geothermal power plant in Imperial County, California. The power plant design was based on the flash geothermal power plant process, which produces both solid and liquid byproducts (brine cake and spent brine) that required disposal. The project site was located in a rural area of Imperial County, but was adjacent to a National Wildlife Refuge that supports significant populations of avian species. The licensing process involved the review of all environmental areas, specifically focused on waste disposal, air quality, hazardous materials handling, and biological resources. Managed preparation of over 500 data responses to requests submitted by the State and the public. The project was successfully completed, with a license issued by the California Energy Commission.

In addition to the power plant license, a Biological Assessment (BA) was submitted to United States Fish and Wildlife Service for the Section 7 consultation due to potential wildlife impacts. The primary wildlife species addressed in the BA were Yuma Clapper rails, Burrowing Owls, Mountain Plover, and California Brown Pelicans. Extensive Yuma

Clapper rail protocol surveys were performed to support the BA development and subsequent compliance with the Biological Opinion.

Project components required the fill of a small portion of the Salton Sea and several ephemeral streams associated with the 31 mile transmission lines. These fill activities required the preparation of a Bureau of Land Management (BLM) Plan of Development and wetland delineations that were submitted to the Corp of Engineers in support of the Section 404 permit applications and California Department of Fish and Wildlife Section (CDFW) 1600 Lake and Streambed Alteration permit.

Jerry also prepared an amendment to the California Energy Commission license to allow for the generation of an additional 35 megawatts of electricity through increased geothermal fluid extraction combined with the use of an organic rankin cycle (ORC) system. The ORC was designed to use waste heat from the geothermal fluid after passing through the steam generation portion of the binary type geothermal process. The modification to the project required CH2M to complete the reanalysis of the impacts to all environmental areas. The amendment was approved by the Energy Commission.

**Education:**

B.S., Environmental Science, Northwest Missouri State University

**Registration:**

Missouri "A" Operators License

Missouri DSIH Drinking Water Distribution Operators License

WHMIS Certification

Alberta Construction Safety Training Certification

Queensland, Australia Construction Safety Blue Card

**Years Experience:**

40

**Distinguishing Qualifications:**

- ✓ *More than 40 years experience in water quality, technology management, operations, and optimization, including oversight of multiple water and wastewater treatment plants, distribution systems, and laboratory quality control management*
- ✓ *Currently applying extensive water chemistry, regulatory, and operations expertise to clients in both the private and public sectors*

## Bruce Manning

### Senior Consultant for Potable and Recycled Water Reporting

Bruce Manning brings 4 decades of experience in water quality, technology management, operations and optimization, including oversight of multiple water and wastewater treatment plants, distribution systems and laboratory quality control management. He has multi-state and national compliance expertise in Clean Water Acts, Safe Drinking Water and the Disinfect/Disinfection By-Product Rule.

In conjunction with the U.S. EPA, Bruce was one of the original developers of the AWWA Partnership for Safe Water. As Director of Water Quality for St. Louis County Water/MO American, Bruce was responsible for all of the surface water treatment facilities achieving and maintaining the Directors Award for the Partnership for Safe Water. Bruce serves on the Safe Drinking Water Commission for the State of Missouri; NSF Standard 60 and 61 Board and as an author as well as reviewer for Standard Methods.

Bruce is currently applying his extensive water chemistry, regulatory and operations expertise serving clients in the private and public sector.

### Representative Projects

**Senior Technical Consultant, City of Fresno Water System Challenges, City of Fresno, CA.** CH2M is the program manager for the City of Fresno and all of the water treatment and distribution water quality issues. Assisting as Senior Technical Consultant,

working directly with the Director of Utilities and the Manager of Water Treatment Operations for the City of Fresno.

**O&M Project Lead, San Diego County Water Authority, San Diego, CA.** Performed as Project Lead for O&M responsibilities on a \$3.3B CIP over a six-year period for the entire San Diego County Water Authority area. Coordinated with the O&M director, all of his management staff, and the project management team to accomplish these tasks. The Water Authority indicated that Mr. Manning's background and experience were some of the major reasons why our team was awarded this project. The focus of this project was to act as the Water Authority Agent to help control cost, maintain operations excellence, and provide guidance to the operations staff as needed.

**Director of Water Quality, Saint Louis County Water Company/Missouri American Water Company, Saint Louis, MO.** Directly responsible for all water quality and treatment at twelve Missouri American Water treatment trains as well as their distribution systems. Maintained all regulatory compliance both water quality and environmental reporting to the MODNR and the EPA. Maintained laboratory certification at all of the facilities providing certified analysis. Initiated, drafted, and served on a task force that developed the Terrorism Preparedness Program for all of the American Water properties throughout the US. The Terrorism Response Program allows systems to respond to chemical, biological, and radiological agents that may have been introduced into the water. Coordinated with all operations staff statewide as well as nationwide for all water quality and monitoring issues. Directed all water quality function, treatment, and analysis statewide. Assembled, negotiated, and maintained all aspects of the chemical budget for all of Missouri American Water. Assembled and submitted the CCR for all Missouri American Water facilities throughout the state. Responsible for compliance with the Partnership for Safe Water guidelines.

Coordinated with and advised all of the Illinois American Water operations to help solve surface water treatment problems and regulatory compliance issues for Illinois and Iowa. This included a unique process incorporating an ion exchange system for removal of excess nitrates from the Vermillion River water for a drinking water supply. Improved the operating efficiency of a large zeolite water treatment process at Saint Joseph, Missouri to reduce salt consumption and excess brine wasting. Performed numerous professional presentations for various groups and organizations. Representative on numerous committees and panels for various professional organizations both nationally and internationally. Worked to solve water treatment problems both nationally and internationally for American and Thames Water.

**Superintendent of Water Treatment, Saint Louis County Water Company/Missouri American Water Company, Saint Louis, MO.** Worked directly in plant operations dealing with water quality and treatment, operations issues, union contracts, environmental assessments, and reporting for all of the Saint Louis County treatment facilities. Developed a tracking program database for all chemical spills and releases. Conducted accident assessment interviews and provided documentation for improvements and upgrades for all of the chemical feed equipment. Assisted in hazard communications training for operations and maintenance staff by providing the chemical and biological effects of these chemicals. Performed a facility study to evaluate the use of onsite hypochlorite generation systems for the disinfection of the finished water. This addressed some of the issues posed by the use of gaseous chlorine and the risk management plan. Part of a team that developed the risk management program for all of the Saint Louis County operations. Tracked and maintained all NPDES reports and ensured compliance with these permits. 24-hour on-call responsibilities for the entire operation.

Supervisor, Water Quality Control Laboratories, Saint Louis County Water Company/Missouri American Water Company, Saint Louis, MO. Responsible for all water quality and treatment for all of the Saint Louis County operations. Supervised all water quality staff for the Saint Louis County operations. Developed, designed, and ran the ozone and free-hydroxyl radical project for Saint Louis County Water Company. Appointed as Coordinator for the Partnership for Safe Water. Developed and maintained both chemical and microbiological certification for all of the water quality control laboratories. 24-hour on-call responsibilities for the entire operation. Dealt with all customer issues related to water quality systemwide.

**Advisor, Naples Drinking Water Distribution System, City of Naples, FL.** Provided guidance and changes to the City of Naples drinking water distribution system to address random issues with biological excursion during their biological testing program. These changes included pH modifications for the chloraminated system as well as letters to the Florida DEP explaining these operational changes.

Principal Technologist/Senior Consultant and Process Optimization Lead, Luggage Point Advanced Water Treatment Plant, Brisbane, Australia. Providing on-call senior resources (through the Alliance manager) to assist all members of the project team in solving difficult issues and providing a broader technical perspective. Consulting and assisting with pre-commissioning, commissioning, and performance testing of the plant, including assistance in managing client and alliance issues, reporting, and interpretation of plant and unit operation performance. Consulting and assisting with operations documentation and training, including the authoring and review of documents. Assisting on change orders and troubleshooting under the prime and subcontracts.

**Security and Water System Operations Consultant, City of Atlanta, Atlanta, GA.** Worked as a for the team performing the water security study for the City of Atlanta. The completed project is considered to be secure and very sensitive.

**Lead Technologist, Parsons Water Treatment Facility, Columbus, OH.** Evaluated and made modifications to the facility's existing water treatment system. The water treatment system had historically been a groundwater system. Quarry operations adjacent to the well system caused the treatment facility to become a ground-water-under-the-influence operation. This forced the treatment system to start implementing chemical treatment and operational changes to remain compliant with the Surface Water Treatment Rule.



Vernon Public Utilities  
Attachment D: Proposed Schedule for Delivery of Scope of Work 2020 - 2023

Month	Date	Frequency	Agency	Report Name	Report Description
January	15	Annually	CEC	Malburg Generating Station (Docket 01-AFC-25) Annual Compliance Report (CUL-8)	Compliance report Condition of Certification Number CUL-8; report details the maintenance activities completed at Station A within each calendar year
January	30	Quarterly	SCAQMD	NOx RECLAIM Quarterly Certification of Emissions Report (QCER)	Summarizes NOx emissions from reporting period; period covered: Oct - Dec
February	1	Annually	ARB	Registration of Specified Electricity Import and Export Sources	Lists anticipated specified sources of power intended to be claimed in EPE GHG inventory report
February	28	Semi-Annually	SCAQMD	Title V Semi-Annual Monitoring Report (Form 500-SAM)	Form completion stating that all monitoring completed and notes any deviation; period covered: Jul - Dec
March	First Week of March	Annually	SCAQMD	Annual Emissions Report (AER)	Form completion; calculates the annual fee based on emissions of criteria pollutants and toxics; period covered: Jan - Dec
March	31	Annually	EPA	EPA GHG Inventory Report	Summarizes GHG emissions from natural gas distribution; period covered: Jan - Dec
April	10	Annually	ARB	AB32 GHG Inventory Report - Subpart NN	Summarizes GHG emissions from natural gas distribution; period covered: Jan - Dec
April	30	Quarterly	SCAQMD	NOx RECLAIM Quarterly Certification of Emissions Report (QCER)	Summarizes NOx emissions from reporting period; period covered: Jan - Mar
May	6	5 Years	SCAQMD	Title V Permit Renewal	Form completion, similar to initial Title V permit application; must file at least 180 days prior to permit expiration
June	1	Annually	ARB	AB32 GHG Inventory Report - Electric Power Entity (EPE)	Summarizes GHG emissions from power transactions; period covered: Jan - Dec
June	1	Annually	ARB	AB32 GHG Inventory Report - SF6 GIS Equipment	Summarizes GHG emissions from SF6 GIS Equipment; period covered: Jan - Dec
June	30	Annually	Internal	City-Wide GHG Inventory Report per TCR Guidance	Summarizes GHG emissions from facility operations, consistent with TCR's LGO, EPS, and GRP Protocols; period covered: Jan - Dec
August	10	Annually	ARB	AB32 GHG Inventory Verification Report	Verification of EPE and Subpart NN GHG emissions inventories by 3rd party consultant
August	15	Annually	Internal	Wastewater Treatment Surcharge Exemption Statement	Form completion; calculation of Station A annual wastewater discharge; period covered: Jul - Jun
August	29	Quarterly	SCAQMD	NOx RECLAIM Quarterly Certification of Emissions Report (QCER)	Summarizes NOx emissions from reporting period; period covered: Apr - Jun
August	29	Annually	SCAQMD, EPA	Title V Annual Compliance Certification Report (Form 500-ACC)	Form completion stating that facility is in compliance with its Title V permit and notes any intermittent compliance issues; period covered: Jul - Jun
August	29	Annually	SCAQMD	NOx RECLAIM Annual Permit Emissions Program (APEP) Report	Form completion; summarizes quarterly NOx emissions; period covered: Jul - Jun; form provided by SCAQMD has 1st, 2nd, and 3rd quarter emissions pre-populated
August	31	Semi-Annually	SCAQMD	Title V Semi-Annual Monitoring Report (Form 500-SAM)	Form completion stating that all monitoring completed and notes any deviation; period covered: Jan - Jun
September	30	Annually	Internal <sup>6</sup>	GHG Inventory Management Plan (GHG IMP)	Summarizes the City's GHG emissions data collection and reporting per EPA, ARB, and TCR methodology
October	1	Annually	DWR	Water Loss Audit	SB 555 requires all urban retail water suppliers in the state to submit a completed and validated water loss audit annually.
October	15	5 Years	CEC	Malburg Generating Station (Docket 01-AFC-25) Five Year Compliance Report (HAZ-6)	Report must provide: 1) outline of plan to accomplish design review, 2) complete design review of natural gas pipeline, and 3) detailed inspection of the natural gas pipeline
October	15	5 Years	CEC	Malburg Generating Station (Docket 01-AFC-25) Five Year Compliance Report (HAZ-7)	Report must provide: 1) plan to accomplish a full and comprehensive natural gas pipeline inspection in the event of an earthquake and 2) results of pipeline inspections after any significant seismic event in the area where surface rupture occurs within 1 mile of the pipeline
October	30	Quarterly	SCAQMD	NOx RECLAIM Quarterly Certification of Emissions Report (QCER)	Summarizes NOx emissions from reporting period; period covered: Jul - Sep



Vernon Public Utilities  
Attachment E: Compliance Calendar

Month	Date	Frequency	Agency	Report Name	Report Description	Required Data	Data Source	Data Provider <sup>1</sup>	Report Preparation	Jacobs Internal Review Cycle			Vernon Public Utilities External Review Cycle		Report Submittal		Recordkeeping		
										Report Preparation	Report Peer Review	Report Senior Review	Report Review <sup>2</sup>	Report Approval	Submitter	Submittal Format	Report Distribution <sup>3</sup>	Shared Server Folder	Final Report Upload
January	15	Annually	CEC	Malburg Generating Station (Docket 01-AFC-25) Annual Compliance Report (CUL-8)	Compliance report Condition of Certification Number CUL-8; report details the maintenance activities completed at Station A within each calendar year	List of Station A maintenance activities	Maintenance Records	D. Quiroz	Jacobs	G. Lee	A. Dunavent	J. Salamy	D. Quiroz	A. Alemu	J. Balandran	Mail 5 copies to CEC and submit electronically via email to CEC Compliance Project Manager	Document Control D. Quiroz L. Umeda T. Dusenberry	\\ch2m\Condition_of_Certification_CUL-8	J. Balandran
January	30	Quarterly	SCAQMD	NOx RECLAIM Quarterly Certification of Emissions Report (QCER)	Summarizes NOx emissions from reporting period; period covered: Oct - Dec	Quarterly fuel usage for Units D1, D2, D25, D3, D4, D5, D6, and D7	Operation Logs	D. Quiroz	Jacobs	M. Dickison	A. Dunavent	A. White	D. Quiroz	A. Alemu	J. Balandran	Mail copy to SCAQMD	Document Control D. Quiroz L. Umeda T. Dusenberry	\\ch2m\Quarterly_Certification_Emissions_Report	J. Balandran
						Quarterly fuel heating value and emission factor for Units D1, D2, D25, D3, D4, D5, D6, and D7	SCAQMD Regulation XX (default heating value) and Title V Permit (emission factors)	Jacobs							Jacobs	Submit electronically via ERS Web Tool			Jacobs
February	1	Annually	ARB	Registration of Specified Electricity Import and Export Sources	Lists anticipated specified sources of power intended to be claimed in EPE GHG inventory report	List of specified sources; Basic facility information and generation data for each specified source	Power Purchase and Sales Records, SCPPA Summary	A. Alemu E. Sandoval R. Rodríguez	Jacobs	G. Lee	A. Dunavent	S. McMackin	A. Alemu E. Sandoval R. Rodríguez	A. Alemu	A. Alemu	Submit electronically via e-mail to ghgreport@arb.ca.gov	Document Control J. Balandran L. Umeda R. Rodríguez T. Dusenberry	\\ch2m\ARB_GHG_Inventory	Jacobs
						City of Vernon generation allocation percentage for each specified source	Power Purchase Agreements	Jacobs											
February	28	Semi-Annually	SCAQMD	Title V Semi-Annual Monitoring Report (Form 500-SAM)	Form completion stating that all monitoring completed and notes any deviation; period covered: Jul - Dec	Confirmation that monitoring performed and no deviations	Operations / Monitoring Logs	D. Quiroz	Jacobs	M. Dickison	A. Dunavent	A. White	D. Quiroz	A. Alemu	J. Balandran	Mail copy to SCAQMD	Document Control D. Quiroz L. Umeda T. Dusenberry	\\ch2m\TitleV_Semi-Annual_Monitoring_Report	J. Balandran
March	First Week of March <sup>4</sup>	Annually	SCAQMD	Annual Emissions Report (AER) <sup>5</sup>	Form completion; calculates the annual fee based on emissions of criteria pollutants and toxics; period covered: Jan - Dec	Total permitted emissions, total non-permitted emissions, and total emissions	Source Test Reports and architectural coating usage	D. Quiroz	Jacobs	M. Dickison	A. Dunavent	A. White	D. Quiroz	A. Alemu	J. Balandran	Mail copy with certifier signature to SCAQMD	Document Control D. Quiroz L. Umeda T. Dusenberry	\\ch2m\Annual_Emissions_Report	J. Balandran
							Title V Air Permit and fuel usage for Units D1, D2, D25, D3, D4, D5, D6, and D7	Jacobs							Jacobs	Submit electronically through AER Web Tool and mail copy with preparer signature to SCAQMD			Jacobs
March	31	Annually	EPA	EPA GHG Inventory Report	Summarizes GHG emissions from natural gas distribution; period covered: Jan - Dec	Volumes of natural gas received and distributed	Natural Gas Receipt and Distribution Records	D. Bergmann D. Cordova	Jacobs	G. Lee	A. Dunavent	S. McMackin	D. Bergmann D. Cordova	A. Alemu	Jacobs	Submit electronically through e-GGRT	Document Control J. Balandran L. Umeda D. Bergmann D. Cordova T. Dusenberry	\\ch2m\EPA_GHG_Inventory	Jacobs
April	10	Annually	ARB	AB32 GHG Inventory Report - Subpart NN	Summarizes GHG emissions from natural gas distribution; period covered: Jan - Dec	Volumes of natural gas received and distributed	Natural Gas Receipt and Distribution Records	D. Bergmann D. Cordova	Jacobs	G. Lee	A. Dunavent	S. McMackin	D. Bergmann D. Cordova	A. Alemu	Jacobs	Submit electronically through Cal e-GGRT	Document Control J. Balandran L. Umeda D. Bergmann D. Cordova T. Dusenberry	\\ch2m\ARB_GHG_Inventory	Jacobs
April	22	5 Years	SCAQMD	H. Gonzales 1 Source Test	Source test for CO emissions	Source test results	Source Test Report	Horizon Air Measurement Services	Horizon Air Measurement Services	N/A	N/A	N/A	D. Quiroz	Horizon Air Measurement Services	D. Quiroz	Mail copy to SCAQMD	Document Control L. Umeda A. Alemu T. Dusenberry	\\ch2m\Source_Tests\HGonzales_1	L. Umeda
April	30	Quarterly	SCAQMD	NOx RECLAIM Quarterly Certification of Emissions Report (QCER)	Summarizes NOx emissions from reporting period; period covered: Jan - Mar	Quarterly fuel usage for Units D1, D2, D25, D3, D4, D5, D6, and D7	Operation Logs	D. Quiroz	Jacobs	M. Dickison	A. Dunavent	A. White	D. Quiroz	A. Alemu	J. Balandran	Mail copy to SCAQMD	Document Control D. Quiroz L. Umeda T. Dusenberry	\\ch2m\Quarterly_Certification_Emissions_Report	J. Balandran
						Quarterly fuel heating value and emission factor for Units D1, D2, D25, D3, D4, D5, D6, and D7	SCAQMD Regulation XX (default heating value) and Title V Permit (emission factors)	Jacobs							Jacobs	Submit electronically via ERS Web Tool			Jacobs
May	6	5 Years	SCAQMD	Title V Permit Renewal	Form completion, similar to initial Title V permit application; must file at least 180 days prior to permit expiration. Submitted 2020.	Existing Title V permit equipment list and access to previous emissions inventories and reports	Title V Air Permit	Jacobs	Jacobs	M. Dickison	A. Dunavent E. Schwing	A. White E. Lafrenz	L. Umeda	A. Alemu	J. Balandran	Mail copy to SCAQMD with check or electronic payment for fees	Document Control L. Umeda T. Dusenberry	\\ch2m\TitleV_Permit_Renewal	J. Balandran
June	1	Annually	ARB	AB32 GHG Inventory Report - Electric Power Entity (EPE)	Summarizes GHG emissions from power transactions; period covered: Jan - Dec	Units D1 and D2 Fuel Usage	Fuel Usage Records	D. Quiroz	Jacobs	G. Lee	A. Dunavent	S. McMackin	A. Alemu R. Rodríguez	A. Alemu	Jacobs	Submit electronically through Cal e-GGRT	Document Control J. Balandran L. Umeda R. Rodríguez T. Dusenberry	\\ch2m\ARB_GHG_Inventory	Jacobs
						Power Transactions	Power Purchase and Sales Records	A. Alemu R. Rodríguez											
						Citywide Electrical Consumption	Consumption Records	A. Serrano											
June	1	Annually	ARB	AB32 GHG Inventory Report - SF6 GIS Equipment	Summarizes GHG emissions from SF6 GIS Equipment; period covered: Jan - Dec	SF6 Equipment Inventory SF6 Transfers SF6 Gas Container Weights	Maintenance and Purchase Records	D. Quiroz	Jacobs	G. Lee	A. Dunavent	S. McMackin	D. Quiroz	A. Alemu	Jacobs	Submit electronically through Cal e-GGRT	Document Control J. Balandran L. Umeda D. Quiroz T. Dusenberry	\\ch2m\ARB_GHG_Inventory	Jacobs
June	5	5 Years	SCAQMD	H. Gonzales 2 Source Test Plan	Describes how CO emissions will be measured, as required by the SCAQMD	H. Gonzales 2 Source Test Plan developed by the company that will perform the test	Vendor Report	Horizon Air Measurement Services	Horizon Air Measurement Services	N/A	N/A	N/A	D. Quiroz	Horizon Air Measurement Services	D. Quiroz	Mail copy to SCAQMD	Document Control L. Umeda A. Alemu T. Dusenberry	\\ch2m\Source_Tests\HGonzales_2	L. Umeda

Vernon Public Utilities  
Attachment E: Compliance Calendar

Not Part of Jacobs Scope of Work

Month	Date	Frequency	Agency	Report Name	Report Description	Required Data	Data Source	Data Provider <sup>1</sup>	Report Preparation	Jacobs Internal Review Cycle			Vernon Public Utilities External Review Cycle		Report Submittal		Recordkeeping		
										Report Preparation	Report Peer Review	Report Senior Review	Report Review <sup>2</sup>	Report Approval	Submitter	Submittal Format	Report Distribution <sup>3</sup>	Shared Server Folder	Final Report Upload
June	30	Annually	Internal	City-Wide GHG Inventory Report per TCR Guidance	Summarizes GHG emissions from facility operations, consistent with TCR's LGO, EPS, and GRP Protocols; period covered: Jan - Dec	SF6 Inventory	Maintenance Records	D. Quiroz	Jacobs	G. Lee	A. Dunavent	S. McMackin	A. Alemu D. Bergmann R. Castro D. Cordova R. Rodriguez D. Quiroz A. Serrano C. Gaytan	A. Alemu	Jacobs	Prepared for internal records only (i.e., not submitted to an agency)	Document Control J. Balandran L. Umeda T. Dusenberry	\ch2m\TCR_GHG_Inventory	Jacobs
						Citywide natural gas consumption	Fuel Invoices	A. Serrano											
						Fire extinguisher inventory	Maintenance Records	R. Castro											
						A/C unit inventory													
						On-road vehicle inventory	Odometer Records	R. Castro											
						Vehicle mileage traveled													
						Off-road vehicle inventory	Operation Logs	R. Castro											
						Hours of operation													
						Hours of Operation for Units FG1, FG2, FG3, FG4, CHG1, WELL #19, Booster Plant #2, and Booster Plant #3	Operation Logs	R. Castro											
						Units D1, D2, and D25 Fuel Usage	Fuel Usage Records	D. Quiroz											
August	10	Annually	ARB	AB32 GHG Inventory Verification Report	Verification of EPE and Subpart NN GHG emissions inventories by 3rd party consultant	As requested by the verifier	Natural Gas Receipt and Distribution Records	Jacobs D. Bergmann	Third Party Verifier	N/A	N/A	N/A	Jacobs	A. Alemu	Third Party Verifier	Submit electronically through Cal e-GGRT	Document Control J. Balandran L. Umeda T. Dusenberry	\ch2m\ARB_GHG_Inventory	Jacobs
							Power Purchase and Sales Records and E-Tags	Jacobs A. Alemu R. Rodriguez											
							Citywide Electrical Consumption	Jacobs A. Serrano											
							Water Bills	A. Serrano											
August	15	Annually	Internal	Wastewater Treatment Surcharge Exemption Statement	Form completion; calculation of Station A annual wastewater discharge; period covered: Jul - Jun	Water usage	Water Bills	A. Serrano	Jacobs	G. Lee	A. Dunavent	J. Enzminger	D. Quiroz	A. Alemu	Jacobs	Prepared for internal records only (i.e., not submitted to an agency)	Document Control J. Balandran L. Umeda D. Quiroz T. Dusenberry	\ch2m\WW_Treatment_Surcharge_Exemption	Jacobs
						Square footage of irrigated land	Field Measurements	D. Quiroz											
August	29	Quarterly	SCAQMD	NOx RECLAIM Quarterly Certification of Emissions Report (QCER)	Summarizes NOx emissions from reporting period; period covered: Apr - Jun	Quarterly fuel usage for Units D1, D2, D25, D3, D4, D5, D6, and D7	Operation Logs	D. Quiroz	Jacobs	M. Dickison	A. Dunavent	A. White	D. Quiroz	A. Alemu	J. Balandran	Mail copy to SCAQMD	Document Control D. Quiroz L. Umeda T. Dusenberry	\ch2m\Quarterly_Certification_Emissions_Report	J. Balandran
						Quarterly fuel heating value and emission factor for Units D1, D2, D25, D3, D4, D5, D6, and D7	SCAQMD Regulation XX (default heating value) and Title V Permit (emission factors)	Jacobs							Jacobs	Submit electronically via ERS Web Tool			Jacobs
August	29	Annually	SCAQMD, EPA	Title V Annual Compliance Certification Report (Form 500-ACC)	Form completion stating that facility is in compliance with its Title V permit and notes any intermittent compliance issues; period covered: Jul - Jun	Confirmation that facility is complying with the Title V permit and any non-compliance details	Operations / Monitoring Logs	D. Quiroz	Jacobs	M. Dickison	A. Dunavent	A. White	D. Quiroz	A. Alemu	J. Balandran	Mail original with certifier signature to SCAQMD and mail copy to EPA	Document Control D. Quiroz L. Umeda T. Dusenberry	\ch2m\TitleV_Annual_Compliance_Certification_Report	J. Balandran
August	29	Annually	SCAQMD	NOx RECLAIM Annual Permit Emissions Program (APEP) Report	Form completion; summarizes quarterly NOx emissions; period covered: Jul - Jun; form provided by SCAQMD has 1st, 2nd, and 3rd quarter emissions pre-populated	Estimate of 4th quarter NOx emissions	4th Quarter QCER	Jacobs	Jacobs	M. Dickison	A. Dunavent	A. White	D. Quiroz	A. Alemu	J. Balandran	Mail copy to SCAQMD on SCAQMD-provided forms	Document Control D. Quiroz L. Umeda T. Dusenberry	\ch2m\Annual_Permit_Emissions_Program	J. Balandran
						Number of employees at the start of the reporting period and any employee gains or losses during the period	Personnel Records	L. Umeda											
						Original submittal form, printed on colored paper	Original submittal form provided by SCAQMD	L. Umeda											
August	31	Semi-Annually	SCAQMD	Title V Semi-Annual Monitoring Report (Form 500-SAM)	Form completion stating that all monitoring completed and notes any deviation; period covered: Jan - Jun	Confirmation that monitoring performed and no deviations	Operations / Monitoring Logs	D. Quiroz	Jacobs	M. Dickison	A. Dunavent	A. White	D. Quiroz	A. Alemu	J. Balandran	Mail copy to SCAQMD	Document Control D. Quiroz L. Umeda T. Dusenberry	\ch2m\TitleV_Semi-Annual_Monitoring_Report	J. Balandran
September	30	Annually	Internal <sup>6</sup>	GHG Inventory Management Plan (GHG IMP)	Summarizes the City's GHG emissions data collection and reporting per EPA, ARB, and TCR methodology	GHG emission inventories	EPA GHG Inventory Report AB32 GHG Inventory Report - Subpart NN AB32 GHG Inventory Report - Electric Power Entity (EPE) AB32 GHG Inventory Report - SF6 GIS Equipment City-Wide GHG Inventory Report per TCR Guidance	Jacobs	Jacobs	G. Lee	A. Dunavent	S. McMackin	A. Alemu D. Bergmann R. Castro D. Cordova R. Rodriguez D. Quiroz A. Serrano C. Gaytan	A. Alemu	Jacobs	Prepared for internal records	Document Control J. Balandran L. Umeda T. Dusenberry	\ch2m\GHG_Inventory_Management_Plan	Jacobs
October	1	Annually <sup>7</sup>	City of Vernon Health Department	Backflow Device Annual Test	Per the CCR, Water Backflow Prevention Device must be tested / maintained; complete the form provided by the Health Department	Testing results	Test Report	Plumber	Plumber	N/A	N/A	N/A	D. Quiroz	Plumber	D. Quiroz	Mail copy to City of Vernon Health Department	Document Control L. Umeda	\ch2m\Backflow_Device_Test	L. Umeda

Vernon Public Utilities  
Attachment E: Compliance Calendar

Not Part of Jacobs Scope of Work

Month	Date	Frequency	Agency	Report Name	Report Description	Required Data	Data Source	Data Provider <sup>1</sup>	Report Preparation	Jacobs Internal Review Cycle			Vernon Public Utilities External Review Cycle		Report Submittal		Recordkeeping		
										Report Preparation	Report Peer Review	Report Senior Review	Report Review <sup>2</sup>	Report Approval	Submitter	Submittal Format	Report Distribution <sup>3</sup>	Shared Server Folder	Final Report Upload
October	1	Annually	DWR	Water Loss Audit	SB 555 requires all urban retail water suppliers in the state to submit a completed and validated water loss audit annually.	Groundwater volume by meter	Monthly Production Reports	J. Torres	Jacobs	M. Dickison	A. Dunavent E. Schwing	B. Manning	J. Torres	A. Alemu	J. Torres	Submit electronically via DWR web portal	Document Control J. Balandran L. Umeda T. Dusenberry	\ch2m\Potable_Water_System_Requirements\SB_555\	Jacobs
						Imported water volume	CBMWD Invoices												
						Water volume delivered to customers by meter	Water Consumption Report												
						Average water system operating pressure	Static presssure data												
						Length of water mains	Water system data												
						Count of service connections	Water system data												
						Meter testing/calibration records: City Meters	Annual Well Meter Tests												
						Meter testing/calibration records: CBMWD Meter	CENB 38 Calibration Records												
						Total annual operating cost	Proprietary Drill Down financial information												
						Customer retail unit cost	Water Rates												
						Variable production cost	Proprietary Drill Down financial information												
						Water system diagram	Water system schematic												
						Customer metering inaccuracy percent	Estimate												
						Data confidence grades	Discussion with J. Torres												
October	15	5 Years	CEC	Malburg Generating Station (Docket 01-AFC-25) Five Year Compliance Report (HAZ-6)	Report must provide: 1) outline of plan to accomplish design review. 2) complete design review of natural gas pipeline. and 3) detailed inspection of the natural gas pipeline	Outline of plan Design review results Inspection results	MGS Inspection Records	D. Bergmann	Jacobs	M. Dickison	A. Dunavent	J. Salamy	D. Bergmann	A. Alemu	J. Balandran	Mail 5 copies to CEC and submit electronically via email to CEC Compliance Project Manager	Document Control L. Umeda D. Bergmann T. Dusenberry	\ch2m\Compliance_Report_HAZ-6	J. Balandran
October	15	5 Years	CEC	Malburg Generating Station (Docket 01-AFC-25) Five Year Compliance Report (HAZ-7)	Report must provide: 1) plan to accomplish a full and comprehensive natural gas pipeline inspection in the event of an earthquake and 2) results of pipeline inspections after any significant seismic event in the area where surface rupture occurs within 1 mile of the pipeline	Plan Inspection results	MGS Inspection Records	D. Bergmann	Jacobs	M. Dickison	A. Dunavent	J. Salamy	D. Bergmann	A. Alemu	J. Balandran	Mail 5 copies to CEC and submit electronically via email to CEC Compliance Project Manager	Document Control L. Umeda D. Bergmann T. Dusenberry	\ch2m\Compliance_Report_HAZ-7	J. Balandran
October	22	5 Years	SCAQMD	H. Gonzales 1 Source Test Plan	Describes how CO emissions will be measured, as required by the SCAQMD	H. Gonzales 1 Source Test Plan developed by the company that will perform the test	Vendor Report	Horizon Air Measurement Services	Horizon Air Measurement Services	N/A	N/A	N/A	D. Quiroz	Horizon Air Measurement Services	D. Quiroz	Mail copy to SCAQMD	Document Control L. Umeda A. Alemu T. Dusenberry	\ch2m\Source_Tests\HGonzales_1	L. Umeda
October	30	Quarterly	SCAQMD	NOx RECLAIM Quarterly Certification of Emissions Report (QCER)	Summarizes NOx emissions from reporting period; period covered: Jul - Sep	Quarterly fuel usage for Units D1, D2, D25, D3, D4, D5, D6, and D7	Operation Logs	D. Quiroz	Jacobs	M. Dickison	A. Dunavent	A. White	D. Quiroz	A. Alemu	J. Balandran	Mail copy to SCAQMD	Document Control D. Quiroz L. Umeda T. Dusenberry	\ch2m\Quarterly_Certification_Emissions_Report	J. Balandran
						Quarterly fuel heating value and emission factor for Units D1, D2, D25, D3, D4, D5, D6, and D7	SCAQMD Regulation XX (default heating value) and Title V Permit (emission factors)	Jacobs							Jacobs	Submit electronically via ERS Web Tool			Jacobs
December	5	5 Years	SCAQMD	H. Gonzales 2 Source Test	Source test for CO emissions	Source test results	Source Test Report	Horizon Air Measurement Services	Horizon Air Measurement Services	N/A	N/A	N/A	D. Quiroz	Horizon Air Measurement Services	D. Quiroz	Mail copy to SCAQMD	Document Control L. Umeda A. Alemu T. Dusenberry	\ch2m\Source_Tests\HGonzales_2	L. Umeda
TBD	TBD	Annually	City of Vernon Health Department	Sustainability Action Plan	Summarizes the City's carbon footprint and measures the City's emissions reductions relative to a base year	Data used for GHG inventories	Varies	Jacobs	Ecotelesis	N/A	N/A	N/A	K. Allen	K. Allen	K. Allen	N/A	Document Control	N/A	N/A

<sup>1</sup> Lisa Umeda, as the Utilities Compliance Manager, will be cc'd on all data request emails.  
<sup>2</sup> Lisa Umeda, as the Utilities Compliance Manager, will be cc'd on all draft report review emails.  
<sup>3</sup> Report Distribution column lists City staff who will receive each report in addition to those listed in the Report Approval and Report Submittal columns.  
<sup>4</sup> Submittal date is set by SCAQMD when AER notices are sent out.  
<sup>5</sup> The Quadrennial AB2588 Report is submitted as part of the AER every 4 years. It is next due in reporting year 2022, covering activity year 2021.  
<sup>6</sup> Although the GHG IMP is prepared for internal records, it is typically reviewed by the 3rd party consultant during verification of the ARB GHG Emissions Inventories.  
<sup>7</sup> Deadline subject to modification by the City of Vernon Health Department.

EXHIBIT C  
SCHEDULE



## Fees and Costs

To further inform the Work Plan and the associated cost estimate as a part of the Jacobs Scope Proposal in response to the RFP Environmental Compliance Services, our team has prepared this cost estimate. Identified in this cost estimate are our detailed assumptions for the environmental compliance services tasks within this scope of work and, as requested by the RFP, we have provided these in this separate document. These costs are associated with the Proposal in response to the RFP for Environmental Compliance Services by Jacobs Engineering Group Inc. (Jacobs) dated May 19, 2020.

### Environmental Compliance Services Cost Assumptions

Per Item 4 of the City of Vernon's Standard Form Contract, contained in Exhibit B of the RFP, it is assumed that the period of performance for the work described below would be up to 3 years in length, beginning July 2020. The budget details for this work is for a one-year period and based on the 2021 fiscal year.

The project management component required to facilitate project coordination and help assure ongoing environmental compliance is included in our one-year cost estimate, entailing a nominal level of support to:

- Prepare 12 monthly status reports and invoices
- Track and summarize new or revised air quality, potable and recycled water, hazardous materials, and greenhouse gas (GHG) regulations that relate to the City of Vernon Public Utilities Department (VPU)'s operations for one year.

Additionally, at the onset of this project, Jacobs will revise the *Instructions for the 2017-2020 Environmental Support Services Project* (last updated in 2017) based on information obtained during the prior contract's activities. The revised document will be distributed to the Jacobs team and VPU staff to confirm compliance obligations, staff expectations, and project performance. This upfront communication component streamlines the delivery of tasks throughout the period of performance.

The project management costs are based on previous experience and are called out as a separate task for clarity. Note that a re-chartering meeting has not been included in this cost estimate, as Jacobs conducted such a meeting with VPU in January 2020.

## A. Air Quality

### A.1 Reporting

Jacobs would like to clarify the following with regards to our cost estimate and the list of compliance documents contained in Section 4.A.1 of the RFP:

- Due to the Regional Clean Air Incentives Market (RECLAIM) Transition, the format or submittal frequency of current Nitrogen Oxides (NO<sub>x</sub>) RECLAIM Quarterly Certification of Emissions Reports (QCERs) may change during the contract period. Jacobs' cost estimate assumes any new reporting requirements that would replace the QCER would require a similar level of effort to prepare and are to be submitted no more than quarterly. New reporting programs significantly different than the existing programs are not included in this scope of work.
- The Annual Emissions Report (AER) is the same as the Annual Criteria Pollutant and Toxic Air Contaminant Emissions Report. Jacobs will prepare only one such report per year. VPU's next Quadrennial Assembly Bill (AB) 2588 Report is due in March 2022. This report is typically prepared and submitted as part of the AER to the South Coast Air Quality Management District (SCAQMD). However, as indicated on Page 4 of the RFP, VPU staff will prepare the Quadrennial AB 2588 Report, therefore this cost proposal assumes that Jacobs will prepare the AER as requested but additional support as a part of AB 2588 or other health risk assessment work is not included as a part of this proposal. At VPU's request, Jacobs can assess the preparation of this report through a change order.
- The Title V Annual Compliance Monitoring Report is the same as the Title V Annual Compliance Certification Report. Jacobs will prepare only one such report per year.
- VPU submitted a Title V Permit Renewal Application to SCAQMD on April 27, 2020. Jacobs has included up to 40 hours in the budget to provide coordination support as SCAQMD reviews the application, which may include assistance with responses to SCAQMD questions and review of the Draft Revised Permit. It is assumed that no onsite or in person meetings will be required to complete this task.
- To complete the Malburg Generating Station Five-Year Compliance Report (HAZ-6) and the Malburg Generating Station Five-Year Compliance Report (HAZ-7), Jacobs assumes that the client will provide the data and Jacobs' review will not include a pipeline design review, detailed review of previous inspections conducted, or detailed review of emergency response plans. Jacobs will prepare the plans using our regulatory experts to confirm regulatory applicability. Jacobs assumes these reports would be similar to the previous reports prepared in 2015.
- Jacobs assumes all permit fees or other regulatory agency fees will be paid by the City and these are not included in this cost estimate.

## **A.2 Inspections**

Jacobs assumes that up to 40 hours would be available on an as-needed basis to address comments from inspectors, provide responses to agencies, or to support additional document preparation in response to regulatory requests.

## **A.3 RECLAIM Transition**

Under task A.3, Jacobs proposes to prepare one Title V permit modification to incorporate SCAQMD landing rules as a part of the RECLAIM transition. The level of effort for the permit modification assumes that the low use provisions required under SCAQMD Rule 1135 will be incorporated into the Title V permit renewal application that was submitted to SCAQMD in April 2020. This level of effort does not include extensive negotiations with SCAQMD. The level of effort is assumed to be similar to or less than the previous Title V permit modification, not to exceed 80 hours, and would occur after VPU received the renewed Title V permit.

Jacobs' cost estimate assumes that VPU may request support to track and communicate air quality regulatory changes occurring in the SCAQMD on behalf of VPU by attending appropriate SCAQMD RECLAIM webinars and providing technical summaries as applicable to VPU. In this cost estimate Jacobs has assumed up to 40 hours to support this work.

While not included in this scope of work, Jacobs has staff well-versed in other air quality regulatory changes that may affect the City, such as AB 617 that affects several air toxic rules, including the state's air toxics emissions reporting program under AB 2588. Our cost estimate does not include support for this or for support to determine the City's prioritization score pursuant to SCAQMD Rule 1402. However, if requested, Jacobs has staff that can support additional on-call air quality compliance tasks through a change order.

## **B. Potable and Recycled Water**

To address the compliance elements associated with potable and recycled water, as specified in Section 4.B of the RFP, Jacobs has included up to 30 hours to provide consulting services on an as-needed basis. Tasks completed using this budget will be requested and approved by VPU's Water Division.

Although not specifically requested in the RFP, our cost estimate also includes up to 90 hours to prepare a Water Loss Audit Report for validation and submittal to the California Department of Water Resources (DWR) by October 1<sup>st</sup> each year, as required under 23 California Code of Regulations (CCR) §638. Completion of this work is subject to VPU Water Division authorization.

Also, while not specifically requested in the RFP, our cost estimate includes the budget required for a separate Jacobs Water Loss Audit Validation team to validate the Water Loss Audit as described above.

## **C. Industrial Water**

As specified in Section 4.C of the RFP, our cost estimate includes preparation of the Wastewater Treatment Surcharge Exemption Statement to verify VPU's continued exemption from reporting discharge volumes to the County Sanitation Districts of Los Angeles County (Sanitation Districts).

In our experience, VPU's discharge volumes may exceed the exemption threshold of one million gallons per year, requiring preparation of a Short Form Surcharge Statement for submittal to the Sanitation Districts. Jacobs has included a level of support to cover preparation of the Short Form, as needed. Historically, VPU discharge has not exceeded six million gallons per year, requiring preparation of a Long Form Surcharge Statement, and our cost estimate assumes a Long Form will not be prepared.

## **D. Hazardous Materials**

As specified in Section 4.D of the RFP, our cost estimate includes the preparation of the Malburg Generating Station Annual Compliance Report (CUL-8) for submittal to the California Energy Commission (CEC). Consultation with Jacobs' cultural resources experts outside the scope of the CUL-8 would require authorization from VPU and a change order.

Our cost estimate assumes that VPU no longer requires support preparing and/or updating its various Hazardous Materials Business Plans. If requested, Jacobs can provide this additional service through a change order.

## **E. Greenhouse Gas**

### **E.1 Reporting**

Our cost estimate assumes that only one third-party will be contracted to verify both inventories concurrently and that Jacobs will provide coordination support, which includes attending verification meetings, responding to verifier inquiries, and, if applicable, revising the GHG Emissions Inventories for resubmission to the California Air Resources Board (ARB).

It is assumed that one knowledgeable Jacobs team member will attend one on-site verification meeting in person. Additional staff may attend using a teleconference if requested.

The internal GHG inventory for City-owned facilities will be prepared in accordance with The Climate Registry (TCR) Protocol. However, if data is not provided within 6-months of the request, Jacobs will leverage our existing knowledge of site operations and will use our assumptions and engineering estimates to complete the inventory.

The level of effort to complete the GHG reporting, GHG inventory management plan update, and verification support activities will not exceed 204 hours.



## **E.2 Inspection and Audits**

It is assumed for the cost estimation purposes that the level of effort to support ongoing inspections and additional requests will not exceed 32 hours per year.

## **Environmental Compliance Support Proposed Costs**

Jacobs will perform this work on a time-and-expenses not-to-exceed basis, under mutually negotiated terms of a contract between VPU and Jacobs. Jacobs' proposed revisions to the VPU's Standard Form Contract are included in this submittal. The cost estimate is based on the Scope of Work identified in the RFP and assumptions stated in this proposal. If conditions change, the budget will be revised accordingly and resubmitted to VPU.

## **COVID-19 Assumption**

For the purposes of this proposal submittal, Jacobs assumes that COVID-19 travel restrictions and stay-at-home orders will not impact our ability to deliver the scope of services for the proposed cost provided. While Jacobs is not responsible for any project impacts directly caused by COVID-19, we will proactively work with VPU to minimize any potential impacts.

Actual costs to complete this work can be influenced by a variety of factors outside our control and may be more or less than estimated here. Our billing and expense rates for the potential 3-year term of this contract, beginning in July 2020, are shown in Exhibit 1. Exhibit 2 provides Jacobs' budget for the project by task. Exhibit 3 provides the total not-to-exceed 3-year contract amount. These budgets will not be exceeded without prior written approval of VPU.

Exhibit 1. Labor Rate Schedule

Labor Classification	Hourly Billing Rate (\$/Hour)			
	2020	2021	2022	2023
Principal	226	233	240	247
Senior Consultant	214	220	227	234
Senior Engineer/Scientist	195	201	207	213
Senior Technologist	177	182	188	193
Lead Engineer/Scientist	165	170	175	180
Project Engineer/Scientist	147	151	156	161
Associate Engineer/Scientist	128	132	136	140
Staff Engineer/Scientist	110	113	117	120
Junior Engineer/Scientist	98	101	104	107
Senior Technician/Graphics/Drafting	110	113	117	120
Office/Clerical/Accounting	80	82	85	87
2020 rates are the same as those being used under Jacobs' current contract with the City and will be held constant through 2020. Rates assume a 3 percent escalation per year, beginning in calendar year 2021.				

Exhibit 2. Proposed One Year Budget

Task	Description	Hours	Labor	Expense	Subtotal
<b>Environmental Compliance Support (1-Year Budget, 2021)</b>					
A	Air Quality	330	\$43,846	\$0	\$43,846
B	Potable and Recycled Water	120	\$18,005	\$250	\$18,255
C	Industrial Water	44	\$6,570	\$0	\$6,570
D	Hazardous Materials	30	\$4,257	\$0	\$4,257
E	Greenhouse Gas	236	\$31,861	\$600	\$32,461
F	Project Management	52	\$7,893	\$0	\$7,893
<b>Grand Total One-Year</b>		<b>808</b>	<b>\$112,421</b>	<b>850</b>	<b>\$113,271</b>
Expenses and travel will be billed at cost, except for automobile mileage, which will be billed at \$0.54 per mile, or the established federal rate for that year. VPU is responsible for all compliance and regulatory fees. Expenses listed here are for travel.					

Exhibit 3. Three Year Contract Amount

Task	Description	Subtotal
<b>Environmental Compliance Support (3-Year, Not-to-Exceed Total)</b>		
A	Air Quality	\$131,577
B	Potable and Recycled Water	\$54,780
C	Industrial Water	\$19,715
D	Hazardous Materials	\$12,744
E	Greenhouse Gas	\$97,411
F	Project Management	\$23,686
<b>Grand Total One-Year</b>		<b>\$339,913</b>
Three-year contract accounts for the rate schedule from 2020-2023.		



## Proposed Revisions to the Contract Terms and Conditions

Jacobs requests consideration of the proposed revisions to the City's Standard Form Contract, as contained in Exhibit B of the RFP. We believe these revisions help clarify each party's responsibilities in a fair and reasonable manner for the services contemplated in the RFP. These revisions are included in the attached red-lined version of Exhibit B.

EXHIBIT D  
LIVING WAGE PROVISIONS

**Minimum Living Wages:**

A requirement that Employers pay qualifying employees a wage of no less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits.

**Paid and Unpaid Days Off:**

Employers provide qualifying employees at least twelve compensated days off per year for sick leave, vacation, or personal necessity, and an additional ten days a year of uncompensated time for sick leave.

**No Retaliation:**

A prohibition on employer retaliation against employees complaining to the City with regard to the employer's compliance with the living wage ordinance. Employees may bring an action in Superior Court against an employer for back pay, treble damages for willful violations, and attorney's fees, or to compel City officials to terminate the service contract of violating employers.

EXHIBIT E

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-211-2020  
Submitted by: Mark Aumentado  
Submitting Department: Public Utilities  
Meeting Date: June 16, 2020

## **SUBJECT**

Amendment No. 1 to the Services Agreement with Pacific Advanced Civil Engineering, Inc. for Design Services for Equipment and Site Improvements for Well No. 22

## **Recommendation:**

A) Find that the proposed action is categorically exempt from California Environmental Quality Act ("CEQA") review, in accordance with CEQA Guidelines § 15301, because the project consists of the maintenance, repair or minor alteration of existing facilities and involves negligible or no expansion of an existing use; and  
B) Approve and authorize the City Administrator to execute Amendment No. 1 to the Services Agreement with Pacific Advanced Civil Engineering, Inc. (PACE) in substantially the same form as submitted, for a not-to-exceed amount of \$97,985.00, effective June 16, 2020, for additional design work associated with the Well No. 22 project.

## **Background:**

On March 3, 2020, City Council approved a Services Agreement with Pacific Advanced Civil Engineering, Inc. (PACE) as the successful consultant selected for the Design Services for Equipment and Site Improvements associated with the Well No. 22 project for a not-to-exceed amount of \$232,476.00. In coordination with City staff, PACE was contracted to design and draft plans and specifications to equip Well No. 22 ("Well") with its permanent pumping equipment, install various site improvements to develop the property, and to tie the Well into the City's existing distribution system.

In order to better understand the existing pressure characteristics of the distribution system, PACE requested fire flow test data from fire hydrants on 50th Street to model the existing distribution system and simulate flows and pressures within the system in preparation to integrate the Well with existing infrastructure. PACE determined that the existing 10-inch cast iron pipe located on 50th Street may be insufficient to flow the full potential capacity of the Well, approximately 2,000 gallons-per-minute (gpm). Likely due to tuberculation, the accumulation and deposition of minerals and particulates from the water supply over time, the inside diameter of the existing 10-inch cast iron pipe may have significantly decreased since being installed in 1975. Consequently, if the Well is connected and operated at its full capacity, the downstream customers may experience water pressures above the maximum 80 pounds-per-square-inch (psi), recommended by the California Plumbing Code. PACE recommends upgrading the existing water main on 50th Street to a 12-inch cement mortar-lined ductile iron pipe from Soto Street to Boyle Avenue. The increased pipe cross section area will allow water to flow more freely to maintain more typical system pressures. The existing water mains on Soto Street and Boyle Avenue provide additional downstream outlets for water from the new Well to flow; therefore, at this time, upgrades further downstream are not recommended.

Upon discussion with City staff, PACE submitted an Authorization for Change Order dated May 1, 2020, to increase the scope of the Design Services for Equipment and Site Improvements for Well No. 22 to include preparation of additional plans and specifications to upgrade the water main on 50th Street from

Soto Street to Boyle Avenue. PACE will perform additional topographic surveys along 50th Street, provide a corrosion control design for the new ductile iron pipe, and provide additional timely details that can be adopted into future planned main replacement and upgrade projects. City staff evaluated the Authorization for Change Order and determined that the additional work is necessary to utilize the full capacity of the new Well. As the new Well will be the highest producing ground water Well in the system, the water main upgrade is crucial. As such, staff prepared an Amendment No. 1. The proposed amendment has been reviewed and approved as to form by the City Attorney's Office.

**Fiscal Impact:**

The Services Agreement with PACE for the Design Services for Equipment and Site Improvements to Well No. 22 was approved for a not-to-exceed amount of \$232,476.00. The cost of this expense for design services for the new Well was included in the approved Water Division Budget FY 2019-2020. If approved, the amendment provides additional compensation in the amount of \$97,985.00 for the increased scope to include design services to upgrade the water main on 50th Street for a total project cost not-to-exceed \$330,461.00. The cost of the additional compensation is included in the approved Water Division Budget for FY 2020-2021 and there are sufficient funds available. Water main replacement projects are included in the Water Division Capital Improvement Plan (CIP). All costs associated with this Services Agreement will be funded utilizing bond proceeds.

**Attachments:**

1. [Amendment No. 1 - Pacific Advanced Civil Engineering Inc.](#)

**AMENDMENT NO. 1 TO THE SERVICES AGREEMENT BETWEEN THE CITY OF  
VERNON AND PACIFIC ADVANCED CIVIL ENGINEERING, INC. (PACE)  
FOR DESIGN SERVICES FOR EQUIPMENT AND SITE  
IMPROVEMENTS FOR WELL NO. 22**

This Amendment ("Amendment No. 1") to that certain Agreement for design services for equipment and site improvements for well no. 22 (the "Agreement"), is made as of June 16, 2020, by and between the City of Vernon, a California charter city and municipal corporation (the "City"), and Pacific Advanced Civil Engineering, Inc. (PACE), a California corporation ("Contractor").

WHEREAS, the City and Contractor are parties to a written Agreement dated March 16, 2020, under which Contractor provides design services for equipment and site improvements for well no. 22; and

WHEREAS, in light of additional required work, the City and Contractor desire to amend the Agreement, effective June 16, 2020, to increase Contractor's total compensation by an amount not to exceed \$97,985.00 for the design and draft plans and specifications to replace and upgrade approximately 2,000 lineal feet of existing 10" diameter cast iron water main to a 12" diameter cement mortar-lined ductile iron water main on 50<sup>th</sup> Street from Boyle Avenue to Soto Street. Additional work includes topographic surveys, corrosion control design of ductile iron pipe, and development of up-to-date details for use in future main replacement and upgrade projects. A copy of the correspondence dated May 1, 2020, provided by Contractor is attached hereto as Exhibit A.

NOW, THEREFORE, the parties to this Amendment No. 1 agree as follows:

1. Effective as of June 16, 2020, the total compensation for term of the Agreement, from May 16, 2020 through May 15, 2022, shall not exceed \$330,461.00.
2. Except as expressly modified by this Amendment No. 1, all provisions of the Contract shall remain in full force and effect.
3. The provisions of this Amendment No. 1 shall constitute the entire contract of the parties with respect to the subject matter included in this Amendment No. 1 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 1.
4. The person or persons executing this Amendment No. 1 on behalf of each of the parties warrants and represents that he or she has the authority to execute this Amendment No. 1 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 1 as of the date stated in the introductory clause.

[SIGNATURES FOLLOW ON NEXT PAGE]



CITY OF VERNON a California charter city  
and municipal corporation

Pacific Advanced Civil Engineering, Inc. (PACE),  
a California corporation

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

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

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

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

ATTEST:

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

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

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

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

APPROVED AS TO FORM:

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

**EXHIBIT A**



## AUTHORIZATION FOR CHANGE ORDER

<b>TO:</b>	City of Vernon, Public Utilities	<b>ATTN:</b>	Mark Aumentado
	4305 S. Santa Fe Avenue	<b>DATE:</b>	May 1, 2020
	Vernon, CA 90058	<b>PROJECT:</b>	B626 – Well No. 22 & 10" Pipe Replacement
	Phone (323) 583-8811 x309	<b>C.O. AUTH. #:</b>	#1

PACE is requesting authorization for additional budget to perform following new tasks.

### **Overview:**

PACE's current scope of work with the City of Vernon (City) pertains to engineering design services to equip Well No. 22 for a total contract amount of \$232,476. City staff recently performed flow testing along 2,000 lineal feet of existing 10-inch cast iron pipe on E. 50<sup>th</sup> Street (which is estimated to have been installed around 1975), and found that pipeline capacity has been significantly reduced due to tuberculation build-up inside the pipe. Such a phenomenon is quite common for older cast iron pipes, which were originally installed without any cement mortar lining. Tuberculation is known to gradually reduce the inside diameter of a pipeline through accumulation of and deposition of minerals and particulates from the water source supply. Well No. 22's design capacity is estimated to be 2,500 gallons per minute (gpm). If this stretch of 10-inch (with a reduced inner diameter due to tuberculation) is left in place when the well operates at the maximum design capacity, it would trigger a significant amount of pressure increase to existing customers connected to that pipe, which can harm and potentially burst pipes within private property.

It is PACE's understanding that the City desires to replace the 10-inch cast iron pipe after completion of the Well No. 22 project. As such, Well No. 22 would temporary operate at a lower maximum flow setting, in order to eliminate potential high-pressure occurrences on this specific section of pipe. After the 10-inch cast iron pipe is replaced with a new 12-inch cement mortar-lined ductile iron pipe, Well No. 22's flow restriction would be removed, thereby allowing the well to operate up to its design capacity. From a rough-order of magnitude perspective, the contractor's portion of construction cost alone would be on the order of \$800,000 to \$900,000. Note: Since this is a pipeline replacement project, CEQA Categorical Exemption is applicable and assumed for this change order proposal.

### **Summary of Scope:**

This request for additional scope/design tasks includes:

- Performing additional topographic surveys along E. 50th Street, between Soto Street and Boyle Avenue;
- Providing corrosion control design for the new ductile iron pipe;
- Developing new and up-to-date details for this project that can subsequently be adopted to update the City's standard plans
- Preparing construction plans and specifications for a separate bid package from the water well project;
- Providing pre-bid engineering support;
- Providing construction administration support for review of RFIs and Submittals; and
- Preparation of record drawings.

### **Task 05 – (Pipeline) Preliminary Design Development**

#### **Task 5.1 – Data Collection & Review**

- Review Existing & New Information - PACE will review all available information, record drawings, and available City standard plans. Furthermore, PACE will assist the City to request all 3rd party underground utilities record drawings for preparation of base maps for design.
- Topographic Survey - PACE will coordinate with a separate sub-consultant to provide topographic survey of the area of pipeline replacement on E. 50<sup>th</sup> Street.
- Corrosion Control - PACE will coordinate with a separate sub-consultant to provide corrosion control design parameters and details for the new 12-inch ductile iron pipeline.

### **Task 06 – (Pipeline) Construction and Specification Preparation**

Since City's existing water standard plans for water distribution piping (12-inch or less) are limited and needs to be updated, PACE will need to develop up-to-date water standard details and specifications that are acceptable to the City's current design and operation and maintenance principles. Such details can later be adopted as part of the City's updated water standard plans for distribution piping. Below is a list of tentative water details that needs to be updated, or needs to be created for this pipeline replacement project:

- Concrete thrust blocks and gravity blocks on pipe fittings
- Acceptable type of thrust restraints for buried distribution pipes
- Domestic water services (1-inch to 2-inch)
- Industrial domestic water services (3" and over)
- Fire services (3" and over)
- Fire hydrant with cathodic protection
- Gate valves with cathodic protection
- Pump-out assembly with cathodic protection
- Cut-in gate valve, tee, or cross assembly with cathodic protection
- Valve cover assembly
- Air vacuum and release valve assembly and access can
- Complete cathodic protection details, including joint bonding, welding, test stations, anode beds, insulating joints, etc.
- Pipe trench with T-patch type of paving restoration
- Separation of water pipes from sewer, storm drain, and recycled water line (parallel and crossing)
- Connection options of new DIP to existing cast iron pipeline
- Abandon waterline and capping of ends
- Methods for cutting and plugging active pipes
- Acceptable method of pipeline disinfection and pressure testing requirements

**Task 6.1 - Progress Meetings and Project Management** - PACE will develop a project schedule using Microsoft Project, showing pertinent tasks, milestones, staff review time (two weeks typical), etc. and will be updated for every progress meeting.

#### **Task 6.2 – 60% Plans Submittal**

#### **Task 6.3 – 90% Plans, with Specifications Submittal**

#### **Task 6.4 – 100% Final Plans, with Specifications and Cost Estimate Submittal**

### **Task 07 – (Pipeline) Preconstruction and Post Project Award**

**Task 7.1 - Pre-Bid Engineering Support (Mandatory Construction Meeting, Prepare Addendums, etc.)**

**Task 7.2 – Assist with Bid Selection, Review of Bids & Contract Negotiation**

**Task 7.3 – Construction Engineering Support**

- Coordination of Project Construction with the Primary Contractor for RFIs
- Review and Approve All Shop Drawings and Submittals

**Task 7.4 – Record Drawings**

**Compensation:**

PACE will complete the work outlined herein and invoice the City monthly on a percentage of completion basis for the Not-To-Exceed amount of **\$97,985** in accordance with the attached hourly rate and engineering fee estimate.

NOTE: All of the above fees are Not-To-Exceed amounts and will not be exceeded without prior written consent.

**Assumptions:**

- City will exercise all applicable isolation valves to identify all non-functioning valves near the start of the project.
- City will identify all existing domestic and fire services impacted within the project limit, and provide PACE with direction in the limit of replacement for each services.

**Task Description:**


**Professional Fee:**

Task 05 – (Pipeline) Preliminary Design Development	<b>\$ 33,310</b>
Task 06 – (Pipeline) Construction and Specification Preparation	<b>\$ 56,630</b>
Task 07 – (Pipeline) Preconstruction and Post Project Award	<b><u>\$ 8,045</u></b>

**This Request - Change Order #1:**

**\$ 97,985**

Estimated By:

  
Duncan Lee, PE – PACE

May 1, 2020  
Date

**AGREED TO AND ACCEPTED BY:**

By

Mark Aumentado - City of Vernon

Date


Fee Schedule and Rate Sheet Matrix

Project Name: Equipment and Site Improvements for Well No. 22 & Pipeline Replace.

Client: City of Vernon

PACE Job Number: #B626

Estimate Date: May 1, 2020 (Change Order #1)



\* Fees from these sub-consultants cannot be broken

Estimated Sub-Consultants Manhours															
Guida Surveying															
Corpro *															

(Excludes Optional Tasks)

Total Fee: **	\$97,985
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\*\* Reimbursable Permit Fees Not Included

(Permits Not Yet Identified)

Item No.	Work Item Description	Estimated PACE Manhours																				Co	Fee Summary (Excludes Optional Tasks)				Fee Summary of Optional Tasks			
		Principal	Sr Project Manager	Sr Electrical Engineer	Sr Inst. & Cont. Specialist	Sr Project Engineer	Project Engineer	Assistant Engineer	Design Engineer	Sr CAD Designer	CAD Spec / GIS Analyst	Graphic Designer	Admin Support		GPS Survey Unit		2-Person Survey Crew	Senior Project Manager	PM / Pro. Lic. Surveyor	Project Surveyor	Survey Analyst		Research Clerical	(See LS Fee Column)	Man Power Subtotal	Task Costs Subtotal	Lump Sum Fee for Services	Total Task Costs	Man Power Subtotal (Optional)	Task Costs Subtotal (Optional)
		\$245	\$215	\$200	\$195	\$175	\$150	\$120	\$100	\$130	\$100	\$ 80	\$240		\$295	\$225	\$200	\$175	\$150	\$ 95										
1	Task 5 - (Pipeline) Preliminary Design Development	0	12	0	0	12	34	0	0	0	12	0	2	0	0	24	2	6	18	24	2	0	148	\$26,810	\$6,500	\$33,310	0	\$0	\$0	\$0
2	Task 5.1 – Data Collection & Review		12			12	34				12		2			24	2	6	18	24	2		148	\$26,810	\$6,500	\$33,310	0	\$0	\$0	\$0
3	Review Existing & New Information		8			8	24															40	\$6,720		\$6,720	0	\$0		\$0	
4	Topographic Survey						2				4		1			24	2	6	18	24	2		83	\$16,450		\$16,450	0	\$0		\$0
5	Corrosion Control		4			4	8				8		1									25	\$3,640	\$6,500	\$10,140	0	\$0		\$0	
6	Task 6 - (Pipeline) Construction and Specifications Preparation	0	52	0	0	0	78	123	0	19	150	0	19	0	0	0	0	0	0	0	0	0	441	\$56,630	\$0	\$56,630	0	\$0	\$0	\$0
7	Task 6.1 – Progress Meetings and Project Management		18										6									24	\$4,350		\$4,350	0	\$0		\$0	
8	Task 6.2 – 60% Plans Submittal		24				50	75		15	100		8									272	\$34,250		\$34,250	0	\$0		\$0	
9	Task 6.3 – 90% Plans, with Specifications Submittal		8				20	40		4	50		4									126	\$15,360		\$15,360	0	\$0		\$0	
10	Task 6.4 – 100% Final Plans, with Specifications and Cost Estimate Submittal		2				8	8					1									19	\$2,670		\$2,670	0	\$0		\$0	
11	Task 7 - (Pipeline) Pre-Construction and Post Project Award	0	11	0	0	0	32	0	0	0	4	0	6	0	0	0	0	0	0	0	0	53	\$8,045	\$0	\$8,045	0	\$0	\$0	\$0	
12	Task 7.1 – Pre-Bid Eng. Support (Mandatory Const. Mtg, Addendums, etc)		4				6						1									11	\$1,840		\$1,840	0	\$0		\$0	
13	Task 7.2 – Assist with Bid Selection, Review Bids & Contract Negotiation		2				6															8	\$1,330		\$1,330	0	\$0		\$0	
14	Task 7.3 – Construction Engineering Support		4				16						4									24	\$3,580	\$0	\$3,580	0	\$0	\$0	\$0	
15	Coordination w/ Construction for RFIs		2				8						2									12	\$1,790		\$1,790	0	\$0		\$0	
16	Review and Approve All Shop Drawings and Submittals		2				8						2									12	\$1,790		\$1,790	0	\$0		\$0	
17	Task 7.4 – Record Drawings		1				4				4		1									10	\$1,295		\$1,295	0	\$0		\$0	
	Total Fee (Excluding Optional Tasks)																					642	\$91,485	\$6,500	\$97,985	0	\$0	\$0	\$0	

# City Council Agenda Item Report

Agenda Item No. COV-213-2020  
Submitted by: Diana Figueroa  
Submitting Department: City Administration  
Meeting Date: June 16, 2020

## **SUBJECT**

Fiscal Year (FY) 2019/2020 Docket III Grants Awarded by Vernon CommUNITY Fund Grant Committee

## **Recommendation:**

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

## **Background:**

On May 20, 2020, the Vernon CommUNITY Fund Grant Committee (Grant Committee) held its third and final grant award meeting for the 2019/2020 Fiscal Year. There were two (2) Direct Service Grant applicants, three (3) Capital Grant applicants, and eight (8) Scholarship Grant applicants included on the third docket (listed below) and all were approved by the Grant Committee at the terms recommended:

### Direct Service Grantees

1) Applicant: Inclusive Action for the City  
Original Amount Requested: \$60,000  
Amount Recommended: \$34,725  
Proposed Term: 1 year

2) Applicant: YMCA Metropolitan Los Angeles\*  
Original Amount Requested: \$100,000  
Amount Recommended: \$40,000  
Proposed Term: 1 year  
\*Returning Grantee

### Capital Grantees

1) Applicant: LA Music and Art School  
Original Amount Requested: \$31,600  
Amount Recommended: \$31,600  
Proposed Term: 1 year

2) Applicant: Mark Taper Foundation Shelter  
Original Amount Requested: \$35,906  
Amount Recommended: \$24,775  
Proposed Term: 1 year

3) Applicant: Southeast Community Foundation\*  
Original Amount Requested: \$25,000  
Amount Recommended: \$25,000  
Proposed Term: 1 year  
\*Returning Grantee

## Scholarship Grantees

1) Applicant: Mariela Barrales

Amount: \$2,000

School: Garfield High School

Resident City: East Los Angeles

2) Applicant: Angelica Garcia

Amount: \$2,000

School: Garfield High School

Resident City: East Los Angeles

3) Applicant: Daniel Gonzalez

Amount: \$3,000

School: Maywood Center for Enriched Studies Magnet School

Resident City: Bell

4) Applicant: Britney Juarez

Amount: \$2,000

School: Garfield High School

Resident City: East Los Angeles

5) Applicant: Sara Lopez

Amount: \$3,000

School: Garfield High School

Resident City: East Los Angeles

6) Applicant: Arely Ordonez

Amount: \$3,000

School: Bell High School

Resident City: Huntington Park

7) Applicant: Samantha Tamayo

Amount: \$2,000

School: Bell High School

Resident City: Huntington Park

8) Applicant: Citlaly Zazueta

Amount: \$3,000

School: Marquez School of Social Justice

Resident City: Huntington Park

Section 2.167(e) of the Vernon Municipal Code requires the Grant Committee Executive Director (City Administrator) provide the City Council a report of the grant related actions taken by the Grant Committee within 30 days of any regular meeting and within 15 days of any special meeting at which grants are awarded. Certificates will be delivered to all Grant Recipients to acknowledge their awards.

## **Fiscal Impact:**



The Fiscal Year 2019/2020 Docket III total grant award amount of \$176,100 (which includes Direct Service, Capital, and Scholarship grants) is included in the 2019/2020 City Budget, and category subtotals are within the fiscal year allocations for each type of grant award.

**Attachments:**

# City Council Agenda Item Report

Agenda Item No. COV-234-2020

Submitted by: Javier Valdez

Submitting Department: Finance/Treasury

Meeting Date: June 16, 2020

## **SUBJECT**

Property and Casualty Insurance Placements for Fiscal Year 2020-21

## **Recommendation:**

Approve procurement of annual insurance coverage for fiscal year 2020-21 for total annual premiums not to exceed \$1,216,866.

## **Background:**

The City retained AON Insurance Services (AON) to conduct an analysis to determine appropriate insurance coverages and carriers for the upcoming fiscal year. AON worked diligently with the Finance Department to identify appropriate coverage types, coverage amounts, self-insured retentions (deductibles), and competitive pricing in conjunction with the annual renewal process. AON annually evaluates the marketplace and solicits quotes from insurance carriers to ensure competitive rates are obtained. On certain coverages, up to 14 insurance carriers were solicited. The analysis included working with insurance underwriters from the City's existing insurance carriers and potential new ones were solicited. This process included providing requested financial and claims information to insurance carriers to help obtain required coverage at a competitive price and terms. In addition, professional property and equipment site assessments were done to make sure coverage limits are appropriate and that safe conditions exist.

The insurance negotiation and placement process was concluded on June 8, 2020. The current schedule of coverage and associated premiums for each type of coverage are summarized in the attached Fiscal Year 2020-21 Summary of Insurance Premiums. The final premium amount of \$1,216,866 is less than the budgeted amount of \$1,237,142 for a savings of \$20,276.

The proposed coverages have been determined to be prudent and appropriate to safeguard the City. Pursuant to Vernon Municipal Code Section 2.17.12(A) (8), insurance contracts are exempt from the competitive bidding requirements, but insurance brokers and agents must be procured through a competitive selection process unless commercially unreasonable to do so. AON was retained following a noticed Request For Proposals process in 2018.

## **Fiscal Impact:**

The total cost for insurance coverage is budgeted in the Fiscal Year 2020-21 adopted budget with sufficient funding.

## **Attachments:**

1. [FY 2020-21 Summary of Insurance Premiums](#)

<b>Fiscal Year 2020-21 Summary of Insurance Premiums</b>		
<b>Insurance Type</b>	<b>Coverage / Deductible</b>	<b>Premium</b>
Property - Power Generating	\$246 Million Limit, Various Deductibles	\$490,438
Residential Property	\$9.5 Million Limit, \$2,500 Deductible	\$28,924
Auto Physical Damage (CE/APP)	\$10 Million Limit, \$5,000 Deductible	\$20,099
Excess Public Liability	\$20 Million Limit, \$2 Million Deductible	\$192,650
Premises Pollution/Environmental Impairment Liability	\$5 Million Limit, \$1 Million per claim, \$25,000 Deductible	\$28,456
Cyber Liability	\$3 Million Limit, \$100,000 Deductible	\$36,557
Public Official Errors & Omissions & Employment Practice Liability	\$2 Million Limit, \$250,000 Deductible	\$148,932
Government Crime	\$1 Million Limit, \$25,000 Deductible	\$3,114
Excess Worker's Compensation	\$50 Million Limit, \$1 Million Deductible	\$135,008
Standalone Terrorism	\$100 Million Property Terrorism, \$5 Million Terrorism Liability, \$5 Million Active Shooter, \$10,000 Deductible	\$39,235
Special Event GL	\$2 Million Limit, Various Deductibles	\$953
Brokerage Service Fee		\$92,500
<b>Total Amount</b>		<b>\$1,216,866</b>

# City Council Agenda Item Report

Agenda Item No. COV-215-2020

Submitted by: Diana Figueroa

Submitting Department: City Administration

Meeting Date: June 16, 2020

## **SUBJECT**

Jaw Bone Canyon Property in Kern County

## **Recommendation:**

A. Find that the proposed action is statutorily exempt from California Environmental Quality Act ("CEQA") review, in accordance with CEQA Guidelines § 15262, because the project only involves feasibility or planning studies for possible future actions which the City has not approved, adopted, or funded; and  
B. Hold a discussion with Lorelei Oviatt, Kern County's Planning and Natural Resources Director, and provide direction to staff.

## **Background:**

At its April 7, 2020 meeting, City Council received background information on the City-owned property in Jaw Bone Canyon, Kern County. The presentation was designed to provide an overview of the City's property, history about the land since its purchase, information about the various research/studies performed, and the challenges faced in the City's pursuit of feasible renewable energy projects in Jaw Bone Canyon. At the meeting, the majority of the Council determined that the pursuit of any renewable energy project was not appropriate at this point in time due to economic uncertainty related to the COVID-19 pandemic. Further, it was the collective opinion of Council that, if a project of any kind were to be considered, a competitive bidding and selection process should be completed prior to the City establishing a contractual relationship with any renewable energy land development firm.

Subsequent to the April meeting, City Council, City staff, and developer representatives participated in a tour of the City's property during a Special City Council meeting on June 8, 2020. All participants were provided an opportunity for a firsthand view of the regional landscape, City-owned acreage, and neighboring renewable projects.

Since the acquisition of the property in 2008, Kern County staff has been instrumental in providing valuable guidance to the City on the requirements, considerations, and restrictions of renewable energy projects in the region. Specifically, Lorelei Oviatt, Kern County's Planning and Natural Resources Director, has worked hand-in-hand with the City through the years. Since Ms. Oviatt was unable to attend the June 8th Special City Council meeting, she has offered to participate in a discussion with City Council at its June 16, 2020 meeting to elaborate on the current regulatory dynamics in Kern County.

## **Fiscal Impact:**

There is no fiscal impact associated to this report.

## **Attachments:**

# City Council Agenda Item Report

Agenda Item No. COV-238-2020

Submitted by: Lilia Hernandez

Submitting Department: City Administration

Meeting Date: June 16, 2020

## **SUBJECT**

Ratify Appointment of Health Officer for the City of Vernon

## **Recommendation:**

Adopt Resolution No. 2020-22 ratifying the appointment of Laurene Mascola, M.D., MPH as Health Officer for the City of Vernon

## **Background:**

Pursuant to California Health & Safety Code (HSC) 101450, each city is mandated to take measures as may be necessary to preserve and protect public health. As the health officer plays a key part in the duty to safeguard public health, the HSC 101460 also requires each city to appoint a health officer, who must be a physician, unless they contract with the county. While the City of Vernon has maintained its own health department, the City has not appointed a physician or contracted with the County of Los Angeles to serve as the City's health officer. As required by State law, the City must appoint a health officer in order to formalize the roles and responsibilities of the Health Department and exercise its full delegated authority. With the ongoing COVID-19 pandemic, the need for the City to have its own Health Officer has become indispensable as there is an increasing need for the City to address public health matters occurring within the City's boundaries.

The position of Health Officer requires a highly specialized degree of qualifications and expertise, namely a medical degree and experience working in a public health setting. After a careful search and thorough review of qualifications conducted by the Director of the Health and Environmental Control Department, it was determined that Dr. Laurene Mascola was a qualified and suitable candidate to serve as the City's Health Officer. Dr. Mascola possesses the necessary educational qualifications and breadth of experience in public health and epidemiology. Dr. Mascola has served as the Chief of the Los Angeles County Department of Public Health Acute Communicable Disease Control (ACDC) Program, which performs disease surveillance and epidemic control activities for more than 60 diseases. Dr. Mascola provided oversight for the County's programs for immunization, food and water safety, epidemiology, vectorborne (insect) disease, hospital outbreaks and bloodborne diseases. She has extensive experience in epidemiology and disease prevention, publishing more than 100 articles and abstracts in numerous medical and public health journals. Dr. Mascola trained at the Centers for Disease Control's Epidemic Intelligence Service in Atlanta and has worked for the World Health Organization in Ethiopia, Brazil, India and Nepal.

On March 14, 2020, then Mayor Melissa Ybarra acting as the Chief Executive Officer of the Disaster Council declared the existence of a local emergency due to the COVID-19 pandemic. Subsequently, on March 17, 2020, the City Council adopted Resolution No. 2020-06 ratifying the emergency proclamation and empowering the City Administrator, as the Director of Emergency Services, to carry out all emergency powers conferred upon him by local and state laws, and by all other lawful authority, as may be necessary to protect life and property.

Vernon Municipal Code Section 8.8 dictates that the City Administrator acting as the Director of Emergency Services, is authorized to requisition necessary personnel for any City Department. After consulting with the Interim City Attorney, on June 9, 2020, the City Administrator acting as the Director of Emergency Services, appointed Dr. Mascola to serve as the City's Health Officer effective as of June 1, 2020 and approved a related Services Agreement for this purpose. In approving the agreement with Dr. Mascola, the City Administrator found that the agreement was exempt from competitive selection requirements, pursuant to Vernon Municipal Code Section 2.17.12 (B) (2) as it was in the best interest of the City to award the contract to Dr. Mascola without a competitive selection process due to the immediate and indispensable need for health officer services.

The services agreement with Dr. Mascola was reviewed and approved as to form by the Office of the City Attorney prior to execution. Staff is now requesting that the City Council adopt Resolution No. 2020-22 ratifying the appointment of Dr. Mascola to serve as the City's Health Officer.

**Fiscal Impact:**

The fiscal impact of the services agreement with Dr. Mascola is a not-to-exceed amount of \$85,000. Sufficient funds are available in the Health Department Budget for this necessary expense.

**Attachments:**

1. [Resolution No. 2020-22 Ratifying Health Officer Appointment](#)

## RESOLUTION NO. 2020-22

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON RATIFYING THE APPOINTMENT OF LAURENE MASCOLA, M.D., MPH AS HEALTH OFFICER FOR THE CITY OF VERNON AND APPROVING AND RATIFYING THE EXECUTION BY THE CITY ADMINISTRATOR OF A RELATED ESSENTIAL SERVICES AGREEMENT

#### SECTION 1. Recitals.

- A. Pursuant to California Health & Safety Code (HSC) 101450, each City is mandated to take measures as may be necessary to preserve and protect public health.
- B. As required by HSC 101460, and since the City does not currently contract with the County, the City must appoint a health officer in order to formalize the roles and responsibilities of the Health Department and exercise its full delegated authority.
- C. With the ongoing COVID-19 pandemic, the need for the City to have its own Health Officer has become indispensable as there is an increasing need for the City to address public health matters occurring within the City's boundaries.
- D. On June 9, 2020, the City Administrator acting as the Director of Emergency Services and pursuant to Vernon Municipal Code Section 8.8, appointed Laurene Mascola, M.D., MPH ("Dr. Mascola") to serve as the City's Health Officer effective as of June 1, 2020 and approved and executed a related Services Agreement for this purpose.
- E. The City Council of the City of Vernon desires to ratify the appointment of Dr. Mascola to serve as Health Officer for the City of Vernon, and hereby approves the Agreement and ratifies and confirms the execution by the City Administrator.

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

SECTION 2. The City Council hereby finds and determines that the above recitals are true and correct and incorporates them herein by this reference.

SECTION 3. The City Council hereby confirms the appointment of Laurene Mascola, M.D., MPH to serve as the Health Officer for the City of Vernon effective June 1, 2020.

SECTION 4. The City Council hereby approves, ratifies and confirms the execution of the Services Agreement by the City Administrator with Dr. Mascola to serve as Health Officer for the City of Vernon, a copy of which is attached hereto as Exhibit A.

SECTION 5. 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 16<sup>th</sup> day of June, 2020.

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LETICIA LOPEZ, Mayor

ATTEST:

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LISA POPE, City Clerk  
(seal)

APPROVED AS TO FORM:

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ARNOLD M. ALVAREZ-GLASMAN,  
Interim City Attorney



EXHIBIT A

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND LAURENE  
MASCOLA, M.D., M.P.H., FOR HEALTH OFFICER SERVICES

COVER PAGE

Contractor:	Laurene Mascola, M.D., M.P.H.
Notice Information - Contractor:	Address on file with Health Department Phone: (818) 952-4148 Facsimile: (818) 952-4945
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Freddie Agyin Director of Health and Environmental Control Telephone: (323) 583-8811 ext. 840 email: FAgyin@ci.vernon.ca.us
Commencement Date:	June 1, 2020
Termination Date:	May 31, 2021
Consideration:	Total not to exceed \$85,000 (includes all applicable sales tax); and more particularly described in Exhibit C
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND LAURENE MASCOLA,  
M.D., M.P.H..FOR HEALTH OFFICER SERVICES

This Contract is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and Laurene Mascola, M.D., M.P.H. (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 Administrator.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Scope of Services, Exhibit "A".

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 she is a sole practitioner and does not employ, nor will employ others to perform the services under this Contract.

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

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

4.0 TERM. The term of this Contract shall commence on June 1, 2020, and it shall continue through May 31, 2021, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and

around Los Angeles County for the same services. For satisfactory and timely performance of the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Contract, shall not exceed \$85,000 without the prior authorization of the City, as appropriate, and written amendment of this Contract.

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

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

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

5.4.2 Approved reproduction charges.

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

5.5 Contractor shall not receive any compensation for extra work performed under this contract 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. City agrees to indemnify Contractor, and will hold and save her 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, 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 Contractor, and subject to any available and applicable immunities allowed by law for the City or any agent of the City.

10.0 INSURANCE. City has been informed and accepts, in approving this Agreement, that Contractor does not maintain Professional Liability or Errors and Omissions Insurance. The acknowledgement and acceptance set forth herein is subject to the Indemnification and Immunities provisions set forth in Section 9.0, above.

11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

11.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent, officer or employee of City and shall furnish such services in its own manner and method except as required by this Contract, or any applicable statute, rule, or regulation. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services

hereunder. City assumes no liability for taxes, bonds, payments, or other commitments, implied or explicit, by or for Contractor

11.1.2 Contractor acknowledges that Contractor shall not, under any circumstances, be considered an employee 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 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, , studies, memoranda, computation sheets, and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested at no additional cost to the City. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

11.3 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.

11.4 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.

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

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

11.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties from their obligations or otherwise constitute a novation.

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

11.9 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable

attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11.10 INTERPRETATION.

11.10.1 Applicable Law. This Contract shall be deemed a contract and shall be governed by and construed in accordance with the laws of the State of California. Contractor agrees that the State and Federal courts which sit in the State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

11.10.2 Entire Agreement. This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).

11.10.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

11.10.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

11.10.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. 11.10.6 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.



11.10.7 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.11 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term, and provision hereof.

11.12 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

11.13 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.14 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: Freddie Agyin, Director of Health and Environmental Control  
4305 Santa Fe Avenue  
Vernon, CA 90058

If to the Contractor:

Laurene Mascola, M.D., M.P.H.

Address on file with Health Department

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.

11.15 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.

11.16 TERMINATION FOR CONVENIENCE (Without Cause). City or Contractor may terminate this Contract in whole or in part at any time, for any cause or without cause, upon written notice to the other party. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

11.17 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby. Contractor shall not be held accountable for additional costs incurred due to delay or

default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Contract as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Contract. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force Majeure default, then the city may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

11.18 TERMINATION FOR CAUSE. Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance. If this Agreement is terminated as provided herein, City may require, at no additional cost to City, that Contractor provide all finished or unfinished documents, data, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

11.18.1 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.

11.19 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals, and overhead.

11.20 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.

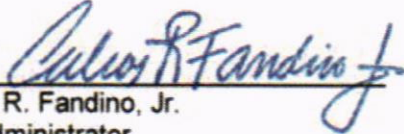
11.21 HEADINGS. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

11.22 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "C".

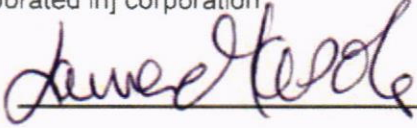
[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Commencement Date stated on the cover page.

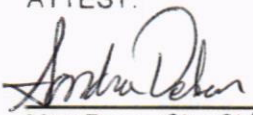
City of Vernon, a California charter City  
and California municipal corporation

By:   
Carlos R. Fandino, Jr.  
City Administrator

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

By:   
Name: Laurene Mascola

ATTEST:

 Administrative Secretary  
for Lisa Pope, City Clerk

APPROVED AS TO FORM:

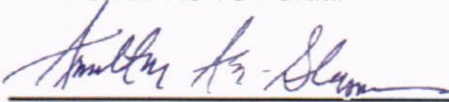
  
Arnold M. Alvarez-Glasman, Interim City  
Attorney

EXHIBIT A  
SCOPE OF SERVICES

**Background:**

The City of Vernon is an industrial city of 5.2 square miles located several miles to the southeast of Downtown Los Angeles in Southern California. Vernon currently houses more than 1,800 businesses that employ approximately 55,000 people, serving as a vital economic engine in the region. Offering an environment uniquely friendly to business. Vernon is the home to industries including food and agriculture, apparel, steel, plastics, logistics, and home furnishings. Vernon is also home to approximately 300 residents.

**Public Health Officer:**

The City of Vernon is seeking a qualified consultant to serve as a contract Health Officer for the Department of Health and Environmental Control. The individual will assume the duties of the Health Officer set forth in the Health and Safety Code of the State, including working jointly with the Director of Health and Environmental Control to assure the effectiveness of the mandated health protection function of local government.

The individual will receive general direction from the Director of Health and Environmental Control Department. Services shall be limited to no more than fifteen (15) hours per week unless approved in advance by the Director of Health and Environmental Control.

**Duties may include, but are not limited to, the following which are referenced in the California Health and Safety Code:**

- Serve as the Health Officer for the City of Vernon and advise the Department of Health and Environmental Control in preventive measures to protect and preserve the public health.
- Work with the Director of the Department of Health and Environmental Control to take measures that may be necessary to prevent and control the spread of disease.
- Consult with physicians in the diagnosis, investigation, and treatment of communicable diseases.
- Consult and provide policy recommendations regarding communicable disease control, outbreak investigations, and emergency preparedness and response.
- Provide recommendations regarding the declaration of local emergencies, as indicated.
- Work with the Director of Health and Environmental Control to ensure the enforcement of codes and regulations, as well as local ordinances through mechanisms up to, and including, the use of police powers.
- Advise policy-makers on community design issues that affect health, the development of public health policy, and implementation of effective public health programs.

- Work with the Director of Health and Environmental Control to inform, educate, and empower the community and individuals about health issues.
- Provide recommendations to protect and advance the health of the city by educating the public, advocating for effective disease prevention and health promotion programs and activities.
- Assist in the assessment and reporting on the health status of the community, using multiple epidemiological survey and statistical methods.
- Represent the city before Boards, Commissions, political bodies, associations, and the general public.
- Coordinate with other health officers regionally and statewide.
- Direct the inspection, examination, isolation, quarantine, and decontamination of persons, places, and things within the city necessary to protect the public health.
- Inform the City Council about types of health issues that may affect the city.
- Assist the Department in planning, organizing, and coordinating all-hazard disaster preparedness and response.
- Consult with medical and administrative staff of local hospitals and academic centers and assist the Department in surveillance and planning for improvement of public health indicators.
- Assist the Department with writing local ordinances and the interpretation of state laws
- Perform related duties as needed.

**QUALIFICATIONS:**

**Knowledge of:**

- Clinical medicine, public health and health care (e.g., epidemiology, biostatistics, environmental health, maternal and child health) management and administration
- Federal, State and local laws governing public health programs and laws, statutes, and regulations governing California Health Services providers and JCAHO and other regulatory requirements
- The legislative process
- Disaster preparedness and the National Incident Management System (NIMS)
- Principles of government organization, public financing, and budgeting
- Quality assurance as it applies to public health programs/services
- The latest developments in medicine including local public health programs and ethics

**Skill/Ability to:**

- Serve as public health link to the local medical community and local medical association
- Understand, interpret and apply provisions of federal, state and local legislation, rules and regulations pertinent to the administration of Public Health programs, including COVID-19 protocols
- Evaluate health risks and hazards and communicate information effectively and proactively
- Facilitate the interaction of and foster partnerships with a complex mix of public agencies, community-based organizations, and the private sector that impact public health and policy
- Provide written and oral communication in various forms such as reports, and recommendations, memos.

**Education and Experience:**

The candidate must be a physician. Any combination of education and experience that would likely provide the required knowledge and skills. Completion of a residency program and three years of administrative or supervisory experience. A Master's degree in Public Health and/or completion of a residency in preventive medicine is required.

**Licensure/Certification:**

License to practice medicine in the State of California and in good standing.



EXHIBIT B  
FEES FOR SERVICE

Hourly Rate: \$300 per hour

Consultant shall bill at the applicable hourly rate for services provided under the Services Agreement for City of Vernon Health Officer Services.

Consultant shall submit invoices to the City of Vernon, Director of Health and Environmental Control on a bi-weekly basis.

In addition to the compensation provided above, the City will reimburse Consultant for reasonable travel-related costs and expenses for work performed under this contract, including mileage for ground transportation in the amount set forth by the Internal Revenue Service standard mileage rate. Travel expenses or travel time beyond Southern California must be approved by the Director of Health and Environmental Control in writing and in advance.

## 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.