



**Agenda
City of Vernon
Regular City Council Meeting
Tuesday, October 06, 2020, 09:00 AM
City Hall, Council Chamber
4305 Santa Fe Avenue
Vernon, California**

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

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

The public is encouraged to view the meeting at <http://www.cityofvernon.org/webinar-cc> or by calling (408) 638-0968, Meeting ID 935-5285-2001#.

You may submit comments to PublicComment@ci.vernon.ca.us with the subject line "October 6, 2020 City Council Meeting Public Comment Item #__." Comments received prior to 8 a.m., Tuesday, October 6, 2020, will be read into the record.

CALL TO ORDER

FLAG SALUTE

ROLL CALL

APPROVAL OF THE AGENDA

PUBLIC COMMENT

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

PRESENTATIONS

1. **City Administration**

[Recognition of Robert Gutterman - Vice President of Finance for Crown Poly, Inc.](#)

Recommendation:

Acknowledge and present a proclamation to Robert Gutterman, retired Vice President of Finance for Vernon business Crown Poly, Inc., in recognition of his leadership of the business community in the City of Vernon.

[1. Proclamation - Robert Gutterman \(Crown Poly Inc\)](#)

2. **Human Resources**

[Recognition of Retiring Employee - Andrew C. Smith, Firefighter/Paramedic](#)

Recommendation:

Acknowledge and present a proclamation to retiring employee Andrew C. Smith, Firefighter/Paramedic, in recognition of his dedicated service to the City of Vernon.

[1. Proclamation - Andrew C. Smith](#)

3. **Human Resources**

[Recognition of Retiring Employee - Dean A. Richens, Fire Captain](#)

Recommendation:

Acknowledge and present a proclamation to retiring employee Dean A. Richens, Fire Captain, in recognition of his dedicated service to the City of Vernon.

[1. Proclamation - Dean A. Richens](#)

PUBLIC HEARINGS

4. **Public Works**

[Resolution of Necessity - Acquisition of Property for Right of Way 5122 S. Atlantic Boulevard](#)

Recommendation:

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

B. Adopt Resolution No. 2020-31 finding and determining that the public interest and necessity require the acquisition by eminent domain of interests in certain real property for public use and authorizing and directing condemnation of portions of Assessor's Parcel No. 6314-003-001 for the Atlantic Boulevard Bridge of Los Angeles River Project.

[1. Resolution No. 2020-31 Eminent Domain 5122 S. Atlantic Blvd.](#)

[2. Contact Diary](#)

[3. Notice of Intent of Resolution of Necessity](#)

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.

5. City Clerk

[Approval of Minutes](#)

Recommendation:

Approve the September 15, 2020 Regular City Council meeting minutes.

[1. 2020-09-15 City Council Minutes](#)

6. Finance/Treasury

[Operating Account Warrant Register](#)

Recommendation:

Approve Operating Account Warrant Register No. 53, for the period of August 30 through September 19, 2020, which totals \$10,624,670.01 and consists of ratification of electronic payments totaling \$10,351,172.28 and ratification of the issuance of early checks totaling \$273,497.73.

[1. Operating Account Warrant Register No. 53](#)

7. Public Works

[Public Works Department Monthly Building Report](#)

Recommendation:

Receive and file the August 2020 Building Report.

[1. Public Works Department August 2020 Building Report](#)

8. Health and Environmental Control Department

[CalRecycle Grant Funding for Fiscal Year 2020-2021](#)

Recommendation:

Receive and file update on award of grant.

[1. Resolution No. 2017-15](#)

[2. CalRecycle Local Enforcement Agency \(LEA\) Grants - Approved by Dir of Health 09-16-2020](#)

9. Police Department

[Replacement of Police Patrol Vehicle](#)

Recommendation:

Approve and authorize the issuance of a purchase order to Folsom Lake Ford for a 2021 Police Interceptor patrol vehicle through the State of California Vehicle Purchase Contract (1-18-23-14B) for a total cost not to exceed \$53,000.

[1. Folsom Lake Ford Quote](#)

10. Public Works

[Change Order No. 11 to the Consulting Services Agreement \(CS-0099\) with CNS Engineers, Inc. for the Atlantic Boulevard Bridge Rehabilitation and Widening Project](#)
Recommendation:

A. Find that approval of the proposed change order is within the Initial Study/Mitigated Negative Declaration prepared for the project pursuant to the provisions under the California Environmental Quality Act (CEQA) in accordance with Section 15063 of the CEQA Guidelines; and

B. Approve and authorize the City Administrator to execute Agreement Change Order No. 11, in substantially the same form as submitted, for the Atlantic Boulevard Bridge Rehabilitation and Widening Project, Federal Project No. DBPL02-5139(010), CS-0099, extending the project schedule from December 31, 2020 to December 31, 2021 and authorizing CNS Engineers, Inc. to provide the additional engineering design and coordination services as described below for the additional cost of \$113,865.10, increasing the total agreement cost to \$2,014,340.45.

[1. CS-0099 Change Order No. 11](#)

11. City Clerk

[Little Free Library Project](#)

Recommendation:

Approve the Little Free Library project and allocate \$4,000 from Community Development Account No. 011.1070.797000 for the project.

[1. Library Trustees - Free Little Library](#)

NEW BUSINESS

12. Public Works

[Services Agreement with Arroyo Group for Preparation of Mixed-Use Specific Plan and Program Environmental Impact Report \(EIR\) Preparation \(West-Side Project\)](#)

Recommendation:

A. Find that the proposed action is exempt under the California Environmental Quality Act (CEQA) review, because it is a continuing administrative activity that will not result in any direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378. As indicated in the Staff Report, one of the outcomes of the proposed action is to develop a Program Environmental Impact Report (PEIR) for potential project(s), and any required environmental impact analysis will be conducted at the appropriate project phase; and

B. Approve and authorize the City Administrator to execute the agreement between the City of Vernon and the Arroyo Group for the preparation of the Mixed-Use Specific Plan and Program EIR and the preparation of the General Plan and Housing Element Updates for a total not-to-exceed amount of \$545,890.

[1. Services Agreement with Arroyo Group](#)

13. Public Utilities

[Services Agreement with A.M. Ortega Construction, Inc. for Natural Gas Project Design - Construction and Repair Services](#)

Recommendation:

A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review because it is an administrative and fiscal activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines Section 15378; and even if the proposed action constituted a “project” under CEQA, the project would be categorically exempt in accordance with CEQA Guidelines Section 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 a Services Agreement with A.M. Ortega Construction, Inc., a California corporation, for Natural Gas Project Design – Construction & Repair Services, in substantially the same form as submitted, for an amount not to exceed \$990,000 over a three-year term, with an effective date of October 6, 2020.

- [1. Services Agreement with A.M. Ortega Construction, Inc.](#)
- [2. Prospective Bidders List and Firms Directly Notified](#)

14. Human Resources

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

Recommendation:

1) Approve the revised job descriptions for the positions of Buyer, Assistant Buyer, and Risk Management Assistant and new job descriptions for the positions of Finance Specialist, and Finance Specialist, Senior; and

2) Adopt Resolution No. 2020-32 amending Exhibit C of the Classification and Compensation Plan, adopted by Resolution No. 2020-19 to add new and amended classifications and associated salary ranges.

- [1. Job Descriptions](#)
- [2. Resolution No. 2020-32](#)

15. City Clerk

[Conflict of Interest Code \(Statement of Economic Interests\)](#)

Recommendation:

Adopt Resolution No. 2020-33 establishing a conflict of interest code for all agencies, boards, commission, committees, designated city personnel and officials, and repealing Resolution No. 2018-40.

- [1. Resolution No. 2020-33](#)

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. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation

Government Code Section 54956.9(d)(2)

Number of potential cases: 27

Facts and Circumstances: The facts and circumstances that might result in litigation need not be disclosed Pursuant to Government Code Section 54956.9(e)(1).

17. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Marco Garcia-Martinez vs. City of Vernon, et al.

Los Angeles Superior Court Case No. BC689446

18. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Assessor's Parcel Numbers: 6314-033-003 and 6314-033-005

Agency negotiator: Carlos Fandino, City Administrator

Negotiating parties: Magellan Atlantic I, LLC

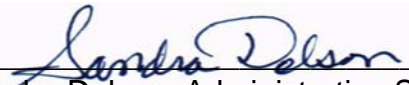
Under negotiation: Price and Terms of Payment

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 1st day of October, 2020.

By: 
Sandra Dolson, Administrative Secretary

Guide to City Council Proceedings

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

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

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

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

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

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

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

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

City Council Agenda Item Report

Agenda Item No. COV-343-2020

Submitted by: Diana Figueroa

Submitting Department: City Administration

Meeting Date: October 6, 2020

SUBJECT

Recognition of Robert Gutterman - Vice President of Finance for Crown Poly, Inc.

Recommendation:

Acknowledge and present a proclamation to Robert Gutterman, retired Vice President of Finance for Vernon business Crown Poly, Inc., in recognition of his leadership of the business community in the City of Vernon.

Background:

Mr. Robert Gutterman, Vice President of Vernon business Crown Poly, Inc., has retired after 19 years of service to the company. In order to acknowledge his leadership role in the Vernon business community, the City is presenting this proclamation to Mr. Gutterman.

The City would like to acknowledge Mr. Gutterman's role as a key representative of Vernon's business community and honor his contributions with a formal proclamation. Mr. Gutterman served as an advocate during the City's battle against disincorporation, has been a supporter and proponent of the City's partnership with Vernon businesses, and has been a vocal collaborator and leader among City stakeholders. Through the years, Mr. Gutterman has remained an active member of the Vernon Chamber of Commerce and served on served on the City's Electric Rates Committee.

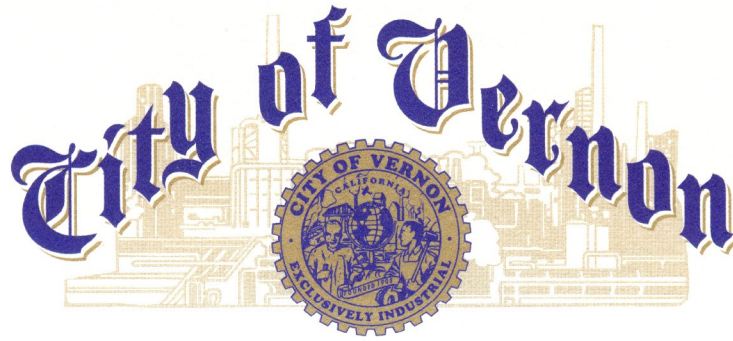
Mr. Gutterman retired from Crown Poly, Inc. on September 17, 2020 and will now embark on a new adventure in life. The City wishes Mr. Gutterman much health and happiness in his retirement. City staff has appreciated his leadership through the years and has been grateful for the opportunity to work with him and Crown Poly.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Proclamation - Robert Gutterman \(Crown Poly Inc\)](#)



***A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL OF
THE CITY OF VERNON COMMENDING ROBERT GUTTERMAN, RETIRED VICE
PRESIDENT OF FINANCE FOR CROWN POLY INC., IN RECOGNITION OF HIS
LEADERSHIP OF THE BUSINESS COMMUNITY IN THE CITY OF VERNON***

WHEREAS, Robert Gutterman, retired from his position as Vice President of Finance for Crown Poly, Inc. (“Crown Poly”) on September 17, 2020, after 19 years of dedicated service; and

WHEREAS, Robert Gutterman served as an advocate during the City's battle against disincorporation, has been a supporter and proponent of the City's partnership with Vernon businesses, and has been a vocal collaborator and leader among City stakeholders; and

WHEREAS, through the years, Robert Gutterman has remained an active member of the Vernon Chamber of Commerce and served on the City's Electric Rates Committee; and

WHEREAS, it is an honor to express our appreciation to Robert Gutterman for his exemplary leadership of the business community in the City of Vernon and wish Robert good health upon his retirement and for continued success in life's pursuits; and

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

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY COMMEND ROBERT GUTTERMAN FOR HIS MANY CONTRIBUTIONS TO THE CITY AND ITS BUSINESS COMMUNITY. THIS PROCLAMATION IS BEING PRESENTED TO ROBERT GUTTERMAN BY THE HONORABLE MAYOR LETICIA LOPEZ FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 6TH DAY OF OCTOBER TWO THOUSAND AND TWENTY.

CITY OF VERNON

By: _____
LETICIA LOPEZ, Mayor

City Council Agenda Item Report

Agenda Item No. COV-345-2020

Submitted by: Lisette Grizzelle

Submitting Department: Human Resources

Meeting Date: October 6, 2020

SUBJECT

Recognition of Retiring Employee - Andrew C. Smith, Firefighter/Paramedic

Recommendation:

Acknowledge and present a proclamation to retiring employee Andrew C. Smith, Firefighter/Paramedic, in recognition of his dedicated service to the City of Vernon.

Background:

Historically, the City Council has issued proclamations in honor of retiring City employees. Andrew C. Smith, Firefighter/Paramedic, will retire from the City of Vernon on October 15, 2020 after providing over 21 years of service to the City. During his career with the City of Vernon Firefighter/Paramedic Smith held the following positions: Hired as a Firefighter effective March 22, 1999, served as Firefighter/Paramedic effective June 21, 2009.

Firefighter/Paramedic Smith completed Firefighter I & II and USAR certification. He became a Hazardous Materials Specialist, and was part of Regional Task Force II. In 2013 Firefighter/Paramedic Smith was presented with the Vernon Fire Department Firefighter of the Year Award. During his career, Firefighter/Paramedic Smith has been stationed at three of the City's four fire stations and has spent 3/4 of his career stationed at Fire Station No. 78 as part of the paramedic detail.

Firefighter/Paramedic Smith served within critical areas that required diligent leadership skills. Some examples are as follows:

- Initiated and trained entire Fire Department in the process of using auto injectors, in the event of a weapons of mass destruction event.
- Served as a member of the 2005 Centennial Badge Committee.
- Served as EMS Supply Officer since the second inception of the department's Paramedic Program in 2009.

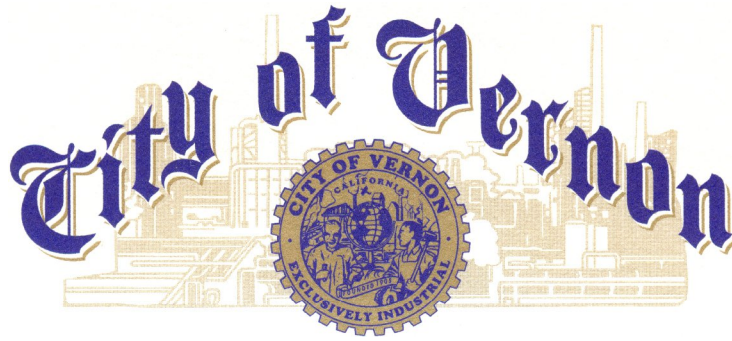
Firefighter/Paramedic Smith's work ethic and dedication to the City, co-workers, supervisors, management and members of the public have made him a valued member to the Fire Department. Firefighter/Paramedic Smith is a dedicated employee to the City of Vernon and exemplifies true public service to our community and he will truly be missed. Firefighter/Paramedic Smith was hired on March 22, 1999 and meets the eligibility requirements under CalPERS to retire from the City of Vernon effective October 15, 2020.

Fiscal Impact:

There is no fiscal impact associated with this item.

Attachments:

1. [Proclamation - Andrew C. Smith](#)



*A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL OF
THE CITY OF VERNON COMMENDING ANDREW C. SMITH FOR
HIS MANY YEARS OF SERVICE TO THE CITY OF VERNON*

WHEREAS, Andrew C. Smith ("Andrew Smith") has been employed by the City of Vernon since March 22, 1999, and has faithfully served the City of Vernon for over 21 years; and

WHEREAS, Andrew Smith will retire from the City of Vernon effective October 15, 2020, as a Firefighter/Paramedic; and

WHEREAS, during the course of his employment with the City of Vernon, Andrew Smith held the positions of Firefighter and Firefighter/Paramedic; and

WHEREAS, Andrew Smith completed Firefighter I & II and Urban Search and Rescue certification, became a Hazardous Materials Specialist, and was part of Regional Task Force II; and

WHEREAS, in 2013, Andrew Smith was presented with the Vernon Fire Department Firefighter of the Year Award; and

WHEREAS, Andrew Smith served within critical areas that required diligent leadership skills in initiating and training the entire Fire Department in the process of using auto injectors in the event of a weapon of mass destruction event; and

WHEREAS, Andrew Smith was a member of the 2005 Centennial Badge Committee, and served as EMS Supply Officer since the second inception of the Fire Department's Paramedic Program in 2009; and

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

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

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

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY COMMENDS ANDREW C. SMITH FOR HIS MANY YEARS OF SERVICE TO THE CITY. THIS PROCLAMATION IS BEING PRESENTED TO ANDREW C. SMITH BY THE HONORABLE MAYOR LETICIA LOPEZ FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 6TH DAY OF OCTOBER TWO THOUSAND AND TWENTY.

CITY OF VERNON

By: _____
LETICIA LOPEZ, Mayor

City Council Agenda Item Report

Agenda Item No. COV-349-2020

Submitted by: Lisette Grizzelle

Submitting Department: Human Resources

Meeting Date: October 6, 2020

SUBJECT

Recognition of Retiring Employee - Dean A. Richens, Fire Captain

Recommendation:

Acknowledge and present a proclamation to retiring employee Dean A. Richens, Fire Captain, in recognition of his dedicated service to the City of Vernon.

Background:

Historically, the City Council has issued proclamations in honor of retiring City employees. Dean A. Richens, Fire Captain, will retire from the City of Vernon on October 16, 2020 after providing over thirty-one (31) years of service to the City. During his career with the City of Vernon, Fire Captain Richens held the following positions and acting assignments: Hired as a Firefighter (Cadet) effective September 18, 1989, Firefighter effective July 1, 1990, Engineer effective October 18, 1992, Acting Captain assignment effective October 20, 2002, Acting Captain assignment effective December 25, 2005, Administrative Captain effective, January 7, 2007, and Shift Captain effective January 4, 2009.

Fire Captain Richens completed Hazardous Materials and Urban Search & Rescue training to become a State Certified Hazardous Materials Specialist and was part of the US&R Task Force II.

Over the years, Fire Captain Richens served within critical areas that required diligent leadership skills including:

- Engineer Academy Lead Instructor
- National Incident Management Instructor
- Rapid Intervention Crew (R.I.C.) Instructor
- Public Access Automated External Defibrillators (AED) Assistant
- Weapons Mass Destruction (WMD) Consequence Management Instructor
- Self-Contained Breathing Apparatus (SCBA) Program Manager
- Urban Areas Security Initiative (UASI) Grant Facilitator
- President of the Vernon Firemen's Association I.A.F.F. Local 2312, 10 years

Fire Captain Richens also participated in and led volunteer efforts for various charitable organizations including: The Muscular Dystrophy Association, Children's Hospital Los Angeles Blood Drives, Breast Cancer Awareness, St. Baldrick's and the Alisa Ann Ruche Burn Foundation.

Fire Captain Richens' work ethic and dedication to the City, co-workers, supervisors, management and members of the public have made him a valued member to the Fire Department. He is a dedicated employee to the City of Vernon, exemplifies true public service to our community and will truly be missed. Fire Captain Richens was hired on September 18, 1989 and meets the eligibility requirements under CalPERS to retire from the City of Vernon effective October 16, 2020.

Fiscal Impact:

There is no fiscal impact associated with this item.

Attachments:

1. [Proclamation - Dean A. Richens](#)



*A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL OF
THE CITY OF VERNON COMMENDING DEAN A. RICHENS FOR HIS
MANY YEARS OF SERVICE TO THE CITY OF VERNON*

WHEREAS, Dean A. Richens (“Dean Richens”) has been employed by the City of Vernon since September 18, 1989, and has faithfully served the City of Vernon for over 31 years; and

WHEREAS, Dean Richens will retire from the City of Vernon effective October 16, 2020, as a Fire Captain; and

WHEREAS, during the course of his employment with the City of Vernon, Dean Richens held the positions of Firefighter (Cadet) effective September 18, 1989, Firefighter effective July 1, 1990, Engineer effective October 18, 1992, Acting Captain assignment effective October 20, 2002, Acting Captain assignment effective December 25, 2005, Administrative Captain effective, January 7, 2007, and Shift Captain effective January 4, 2009; and

WHEREAS, Dean Richens completed Hazardous Materials and Urban Search & Rescue training to become a State Certified Hazardous Materials Specialist, and was part of the Urban Search & Rescue Task Force II; and

WHEREAS, during his career, Dean Richens served within critical areas that required diligent leadership skills as an Engineer Academy Lead Instructor, National Incident Management Instructor, Rapid Intervention Crew (R.I.C.) Instructor, Public Access Automated External Defibrillators (AED) Assistant, Weapons of Mass Destruction (WMD) Consequence Management Instructor, Self-Contained Breathing Apparatus (SCBA) Program Manager, Urban Areas Security Initiative (UASI) Grant Facilitator, President of the Vernon Firemen’s Association I.A.F.F. Local 2312, for 10 years, and led volunteer efforts for the Muscular Dystrophy Association, Children’s Hospital Los Angeles blood drives, Breast Cancer Awareness, St. Baldrick’s and the Alisa Ann Ruche Burn Foundation; and

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

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

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

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY COMMEND DEAN A. RICHENS FOR HIS MANY YEARS OF SERVICE TO THE CITY. THIS PROCLAMATION IS BEING PRESENTED TO DEAN A. RICHENS BY THE HONORABLE MAYOR LETICIA LOPEZ FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 6TH DAY OF OCTOBER TWO THOUSAND AND TWENTY.

CITY OF VERNON

By: _____
LETICIA LOPEZ, Mayor

City Council Agenda Item Report

Agenda Item No. COV-328-2020

Submitted by: Daniel Wall

Submitting Department: Public Works

Meeting Date: October 6, 2020

SUBJECT

Resolution of Necessity - Acquisition of Property for Right of Way 5122 S. Atlantic Boulevard

Recommendation:

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

B. Adopt Resolution No. 2020-31 finding and determining that the public interest and necessity require the acquisition by eminent domain of interests in certain real property for public use and authorizing and directing condemnation of portions of Assessor's Parcel No. 6314-003-001 for the Atlantic Boulevard Bridge of Los Angeles River Project.

Background:

The Atlantic Boulevard Bridge over the Los Angeles River was constructed in 1931. On average over 50,000 vehicles cross the bridge each day. Atlantic Boulevard is a vital artery serving not only the City of Vernon but also serving as a gateway to the southeast community. Due to the narrow pedestrian walkway and traffic lanes, the bridge is currently a traffic bottleneck and inadequate for the projected future traffic volume of cars and trucks.

In order to meet current and projected future traffic demands, the Atlantic Boulevard Bridge of Los Angeles River Project will widen and rehabilitate the bridge, including widening the street leading up to the bridge, improving the traffic signals, and installing upgraded railroad crossings. In order to make these improvements, the City must obtain Temporary Construction Easements (TCE) and permanent Street Easements (SE) to accommodate the widening of the bridge and roadway and allow for construction activities (Attachment 1, Exhibits A and B).

5122 S. Atlantic Boulevard contains a 9-foot wide sliver of property that is necessary for a permanent street easement to allow for the bridge and street widening. 5122 S. also contains a 30-foot wide section of land that will be needed as a Temporary Construction Easement to allow for construction. The City through its right of way consultant has been in contact with the owner of 5122 S. Atlantic Boulevard and their representatives since 2015 (Attachment 2).

A written offer to purchase the easements based on a third-party appraisal, and pursuant to Government Code Section 7267.2, was made to the Owner by email dated June 5, 2019. Since that date there has been extensive communication with the Owner and the Owner's representatives. However, to date, the offer has not been accepted, and negotiations have not resulted in an agreement for the City's purchase of the Property.

Pursuant to Code of Civil Procedure Section 1245.235, notice was provided via first class mail on September 17, 2020, to the name and address appearing on the last equalized county assessment rolls for the property to be acquired by eminent domain (Attachment 3).

Fiscal Impact:

There is no fiscal impact associated with this report. The Atlantic Boulevard Bridge of the Los Angeles River Project is a Federally funded project. The acquisition of the street easement and the temporary construction easement would be reimbursed subject to federal procedures and guidelines.

Attachments:

1. [Resolution No. 2020-31 Eminent Domain 5122 S. Atlantic Blvd.](#)
2. [Contact Diary](#)
3. [Notice of Intent of Resolution of Necessity](#)

RESOLUTION NO. 2020-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF ASSESSOR'S PARCEL NO. 6314-003-001 FOR THE ATLANTIC BOULEVARD BRIDGE OF LOS ANGELES RIVER PROJECT

SECTION 1. Recitals.

- A. The use of eminent domain to acquire the property is authorized by Streets and Highways Code Section 10102.
- B. The project is planned and located in a manner that will be most compatible with the greatest public good and least private injury.
- C. The taking of the Property is necessary for the Project and such taking is authorized by Section 19, Article 1 of the California Constitution, Section 1230.010 et seq of the California Code of Civil Procedure, and other applicable law.
- D. The offer to purchase required by California Government Code Section 7267.2 was made to the owners of the Property interest.
- E. The necessary notice of this Resolution has been given, as required by Code of Civil Procedure Section 1245.235.
- F. The City of Vernon is undertaking the Rehabilitation of the Atlantic Boulevard Bridge over the Los Angeles River ("Project").
- G. The Project is intended to enhance road safety; increase capacity, and improve traffic and intersection operations by adding additional lanes.
- H. The Project requires the acquisition of property interests from public and private parties.
- I. The Project will be a transportation improvement project service the public interest.
- J. Portions of the real property of Assessor's Parcel Number 6314-003-001, located at 5122 S. Atlantic Boulevard in the City of Vernon, California ("Subject Property") are required for the Project. The Specific portions of the Subject Property required for the Project include a partial fee interest as legally described and depicted in Exhibit A hereto, and a temporary construction easement as legally described and depicted in Exhibit B hereto (collectively, the "property interests").

K. The City of Vernon has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property interest described herein.

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

SECTION 4. There has been compliance by the City of Vernon with the requirements of the applicable sections of the California Streets and Highways Code and California Code of Civil Procedure.

SECTION 5. The public use for which the interests in the property are to be acquired is for the construction and future maintenance of the Project, a public transportation improvement more fully described hereinabove.

SECTION 6. The proposed project is to enhance road safety; increase capacity, and improve traffic and intersection operations by adding additional lanes; and the public necessity require the acquisition by eminent domain proceeding of the Property Interests.

SECTION 7. The property interest sought to be acquired are more particularly described and depicted in Exhibits A and B attached hereto and incorporated herein by reference.

SECTION 8. The City hereby finds, determines and declares each of the following:

- A. The public interest and necessity require the proposed Project. The proposed Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.
- B. The Property Interests sought to be acquired are necessary for the proposed Project.
- C. The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

SECTION 9. The City is hereby authorized and empowered to acquire one partial fee interest and one temporary construction easement in the real property as described and depicted in Exhibits A and B hereto, including the improvements thereon, if any, by eminent domain for the proposed Project.

SECTION 10. The City Attorney is hereby authorized and empowered to acquire the Property Interest in the name of and on behalf of the City of Vernon by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required by law and/or court order, to permit the City to take possession of the Property Interests at the earliest possible time.

SECTION 11. This Resolution of Necessity shall take effect upon adoption.

SECTION 12. 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 6th day of October, 2020.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ARNOLD M. ALVAREZ-GLASMAN,
Interim City Attorney

EXHIBIT "A"
STREET EASEMENT

BEING THAT PORTION OF LOT 1 OF TRACT NO. 7923, IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 113, PAGES 80 THROUGH 83, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID LOT 1 WITH A LINE PARALLEL WITH AND 9.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1;

THENCE, SOUTHWESTERLY ALONG SAID PARALLEL LINE TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 36.00 FEET AND TANGENT TO THE SOUTHERLY LINE OF SAID LOT 1;

THENCE, SOUTHEASTERLY ALONG SAID CURVE TO ITS TANGENCY WITH SAID SOUTHERLY LINE OF LOT 1.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE ROAD EASEMENT TO THE CITY OF VERNON RECORDED AUGUST 9, 1962 AS INSTRUMENT NO. 3473 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER.

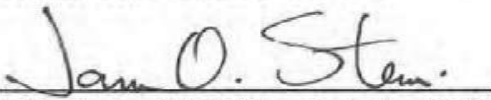
CONTAINING 884 SQUARE FEET, MORES OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:


JAMES O. STEINES, P.L.S. 6086

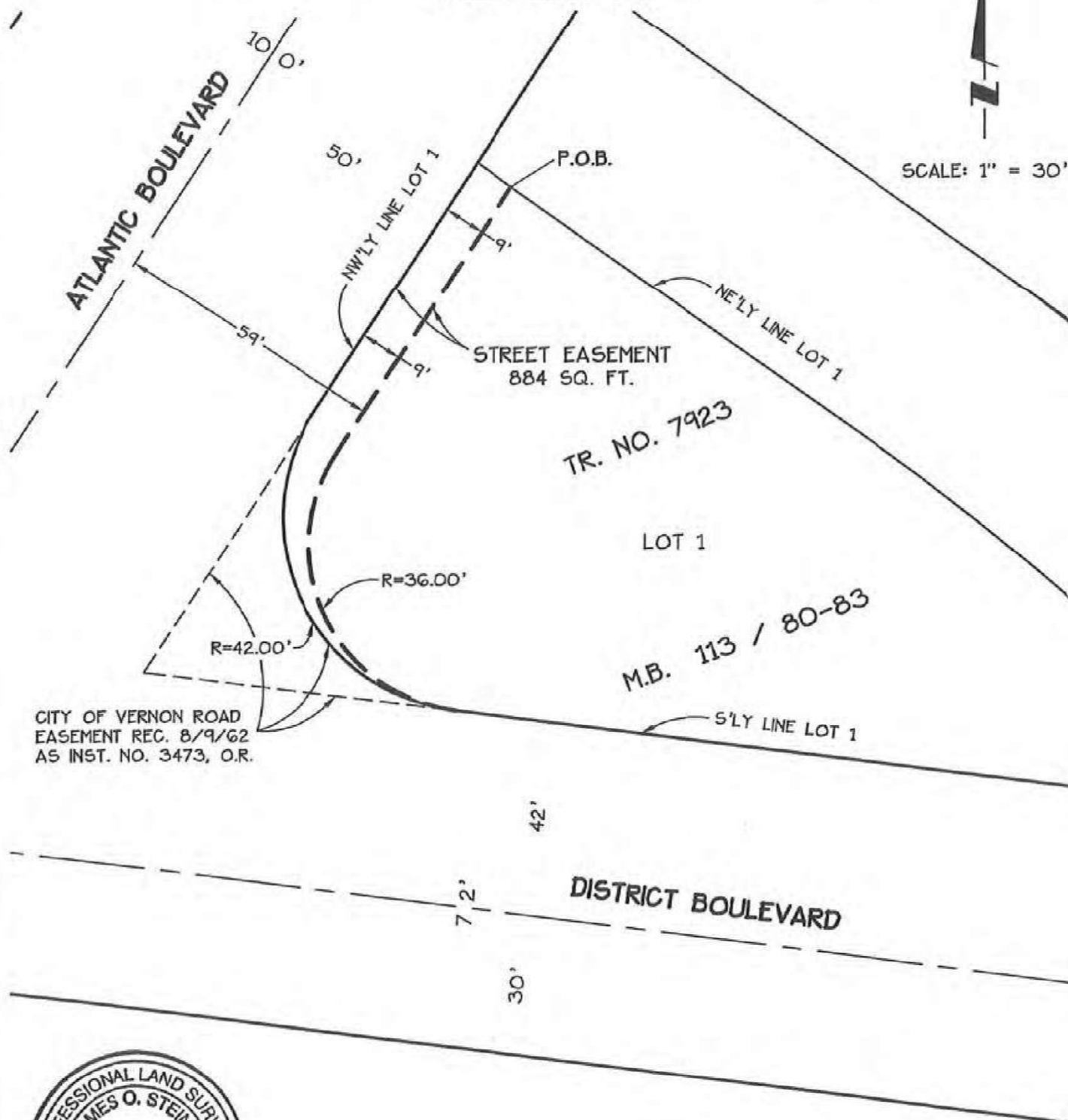
AUGUST 26, 2010
J.N. 2042 477000

EXHIBIT "A"

SHEET 1 OF 1

A PORTION OF LOT 1, TRACT NO. 7923, M.B. 113 / 80-83,
IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

STREET EASEMENT



James O. Steines
JAMES O. STEINES, P.L.S. 6086



STANTEC CONSULTING INC.
19 TECHNOLOGY DRIVE
IRVINE, CA 92618
949.923.6000

stantec.com

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT

BEING THAT PORTION OF LOT 1 OF TRACT NO. 7923, IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 113, PAGES 80 THROUGH 83, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 1;

THENCE, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1,
SOUTH 54°34'54" EAST, 19.01 FEET;

THENCE, TRAVERSING THE INTERIOR OF SAID LOT 1, THE FOLLOWING COURSES:

SOUTH 35°25'06" WEST, 21.00 FEET;

SOUTH 54°34'54" EAST, 10.83 FEET;

SOUTH 33°11'59" WEST, 45.00 FEET;

SOUTH 65°05'49" WEST, 23.76 FEET;

SOUTH 24°54'11" EAST, 20.68 FEET TO THE BEGINNING OF A
NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.87
FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 53°49'25" WEST;

SOUTHEASTERLY 25.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE
OF 47°53'04" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE
BEARS SOUTH 06°45'31" WEST;

ALONG SAID NON-TANGENT LINE, SOUTH 06°45'56" WEST, 5.00 FEET TO
THE SOUTHERLY LINE OF SAID LOT 1.

EXCEPTING THEREFROM THAT PORTION LYING NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID LOT 1 WITH A LINE PARALLEL WITH AND 9.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1;

THENCE, SOUTHWESTERLY ALONG SAID PARALLEL LINE TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 36.00 FEET AND TANGENT TO THE SOUTHERLY LINE OF SAID LOT 1;

THENCE, SOUTHEASTERLY ALONG SAID CURVE TO ITS TANGENCY WITH SAID SOUTHERLY LINE OF LOT 1.

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT

CONTAINING 1,595 SQUARE FEET, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART
HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS,
EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:


JAMES O. STEINES, P.L.S. 6086

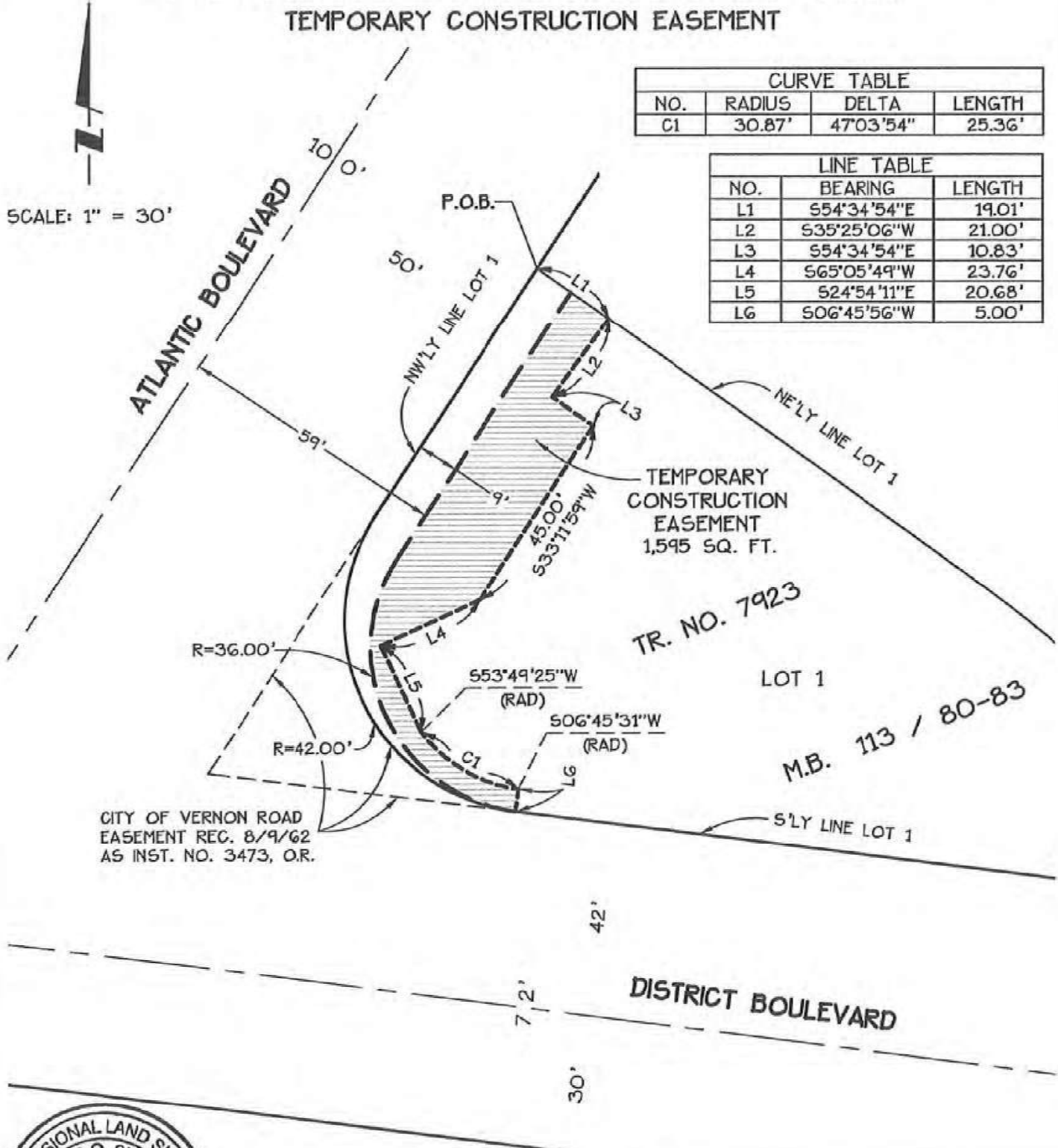
SEPTEMBER 9, 2010
J.N. 2042 477000

EXHIBIT "B"

SHEET 1 OF 1

A PORTION OF LOT 1, TRACT NO. 7923, M.B. 113 / 80-83,
IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

TEMPORARY CONSTRUCTION EASEMENT



CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	30.87'	47°03'54"	25.36'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S54°34'54"E	19.01'
L2	S35°25'06"W	21.00'
L3	S54°34'54"E	10.83'
L4	S65°05'49"W	23.76'
L5	S24°54'11"E	20.68'
L6	S06°45'56"W	5.00'



James O. Steines
JAMES O. STEINES, P.L.S. 6086



Stantec

STANTEC CONSULTING INC.
19 TECHNOLOGY DRIVE
IRVINE, CA 92618
949.923.6000

stantec.com

Parcel Reference	Date of Contact	Contact By	Comment
6314-003-001, Krystal Ente	8/14/2020	Albert Harmon	I sent another follow up email to Mike from Magnum Properties asking for his assistance contacting Krystal Enterprises. I am waiting for his response.
6314-003-001, Krystal Ente	6/12/2020	Albert Harmon	I called and left a message to Mike at Magnum Properties to ask if we could speak with Krystal Enterprises.
6314-003-001, Krystal Ente	4/29/2020	Albert Harmon	I mailed another contact letter to Krystal Enterprises.
6314-003-001, Krystal Ente	4/20/2020	Albert Harmon	I sent a follow up email to Magnum Properties asking to contact the property owner.
6314-003-001, Krystal Ente	2/11/2020	Albert Harmon	Received a signed receipt of certified mail by Veronica today.
6314-003-001, Krystal Ente	2/5/2020	Albert Harmon	Sent another follow up letter regular and certified mail to the owner's home address.
6314-003-001, Krystal Ente	1/24/2020	Albert Harmon	I drove to the owner house to make contact. I spoke with Mr. Akopyan, and he said that I had just missed her. I gave him a copy of the letter we had mailed on the 10th. He was very familiar with the project, he mentioned receiving the offer package. I explained that it was very important that we spoke about the offer soon. He said that he would give my card to Veronica and have her call me.
6314-003-001, Krystal Ente	1/14/2020	Mona Montano	Continuing attempts to coordinate meeting with property owner; OPC sent email to Mike Meraz to follow up on meeting coordination. Sent letter to Veronica Escamilla on 1/10/2020 in an attempt to make direct contact with property owner. Waiting for response.
6314-003-001, Krystal Ente	1/10/2020	Albert Harmon	I sent an email to Mike letting him know that I had spoken with Mr. Fisher, and that we needed to schedule a meeting with the owners and the City regarding the needed easements soon. We drafted a contact letter and mailed it regular and certified mail. Tracking number 7018183000080277260
6314-003-001, Krystal Ente	1/7/2020	Albert Harmon	I sent a follow up email to Jamie Fisher asking for a letter of representation.
6314-003-001, Krystal Ente	12/16/2019	Albert Harmon	I sent Jamie Fisher an email and asked if he would provide me with a representation letter signed by the property owner.
6314-003-001, Krystal Ente	12/12/2019	Albert Harmon	Michael replied to my email stating that Mr. Jamie Fisher was representing the property owner. I replied and asked if he could provide me with a letter of representation signed by the property owner.
6314-003-001, Krystal Ente	12/10/2019	Albert Harmon	I sent an email to Michael letting him know that I still have not heard from the owner's attorney, and I asked if he would send the attorneys contact information to me so I can reach out to him.
6314-003-001, Krystal Ente	12/4/2019	Albert Harmon	I called Mike to see if we could set up a meeting with the property owner to discuss the offer package. Mike said that they had received the offer and that their counter offer was for the agency to purchase the whole property or nothing at all. I asked Mike again if we could set up a meeting to make sure the owner understood that we only need to acquire a roadway easement and TCE, and that the project would improve traffic flow in the area. Mike said that they had hired an eminent domain attorney so I asked if I could speak with the attorney to make sure that everyone understood what the offer was for. Mike told me to email my contact info to him and he would forward it to the attorney. I thanked him for his time, and I sent the email asking him to forward it to the attorney.
6314-003-001, Krystal Ente	9/30/2019	Mona Montano	Communicated with owner's realtor, Mike Meraz and sent following update to the City: From: Mona Montano Sent: Monday, September 30, 2019 1:20 PM To: Brandon Araujo (baraujo@ci.vernon.ca.us) <baraujo@ci.vernon.ca.us> Cc: James Lu <james.lu@cnseng.com> Subject: Krystal Enterprise Update Hi Brandon, I just got off the phone with Mike Meraz, property owner's realtor, who said that they are now in the process of interviewing eminent domain lawyers to represent the owner in the transaction. He also told me that the City will need to purchase the whole property and find a place for the business to relocate due to the City taking the driveway. I told Mike that we have been requesting a meeting with the property owner(s) to discuss the real impact of the project to the property which is NOT taking away the driveway and to show the owner that the business will not be disrupted. Mike said that possibly a meeting can be set up the 4th week of October. Project schedule wise, we are still on track but I want to let you know that it'll be a hard sell particularly with me not being able to speak to the owner directly and instead I am dealing with the owner's realtor who has had the property listed for several years now. Thanks, mona
6314-003-001, Krystal Ente	9/23/2019	Mona Montano	Spoke to Mike Meraz to verify if he has spoken to the owners re coordinating a meeting with the City. He said that he has not heard back from the owners and he will call them again.
6314-003-001, Krystal Ente	9/4/2019	Mona Montano	Attempted to make contact with Mike Meraz; left message and sent follow up email. From: Mona Montano Sent: Wednesday, September 4, 2019 10:54 AM To: magnumprop@aol.com Subject: RE: 5122 S. Atlantic Blvd. Hello Mike, are the owners back to allow you to set up a meeting with the City? Thanks and hope to hear from you soon. mona

6314-003-001, Krystal Ente	8/26/2019	Mona Montano	<p>Update from owner contact:</p> <p>From: magnumprop@aol.com <magnumprop@aol.com> Sent: Monday, August 26, 2019 4:24 PM To: Mona Montano <mMontano@opcservices.com> Subject: Re: 5122 S. Atlantic Blvd.</p> <p>Mona,</p> <p>The main principal is still out of the country and returns later this week. Once he is back I will call you and set up a time.</p>
6314-003-001, Krystal Ente	8/20/2019	Mona Montano	<p>Attempted to make contact with Mike Meraz. Receptionist said that he was out of the office. Sent follow-up email:</p> <p>From: Mona Montano Sent: Tuesday, August 20, 2019 12:37 PM To: magnumprop@aol.com Subject: RE: 5122 S. Atlantic Blvd.</p> <p>Hello Mike, we spoke on August 7 and agreed that I will follow up with you on a meeting that I would like to coordinate between the property owners and the City of Vernon. Have you verified the property owner's availability for a meeting. Please advise. Thanks, mona</p>
6314-003-001, Krystal Ente	8/7/2019	Mona Montano	<p>Spoke to Mike Meraz today to verify if we can enter the property for staking. Mike said that the owners are just not willing to negotiate. It is all or nothing. Mike said that they cannot see how this project will not impact the business. I told Mike that the City will be happy to hear the owners' issues and concerns. But with the owners just ignoring the City's request to meet, the City will not be able to understand the owners' issues and concerns. I told Mike that the City is willing to stake the property so as to give the owners a better understanding of the impact of the project to the property but our request keeps getting rejected. Mike said that he will try to coordinate a meeting between the owners and the City closer to the end of the month and will have a lawyer with them. One owner is on vacation the other is not feeling well per Mike. I told Mike I will follow up with him again in a couple of weeks.</p>
6314-003-001, Krystal Ente	7/12/2019	Mona Montano	<p>Sent follow up email to Mike Meraz:</p> <p>From: Mona Montano Sent: Friday, July 12, 2019 11:51 AM To: magnumprop@aol.com Subject: RE: 5122 S. Atlantic Blvd.</p> <p>Hello Mike, I wanted to follow up on our request to be provided access to stake the property. As mentioned previously, this will assist you and the owners in determining the actual impact of the project to the property and the business. Please let me know when we can access the property to stake and then we can meet to inspect the limits of the areas being acquired and rented and hope to start negotiations. Thanks and hope to hear back from you soon. mona</p>
6314-003-001, Krystal Ente	6/28/2019	Mona Montano	<p>Sent follow up email to Mike Meraz:</p> <p>From: Mona Montano Sent: Friday, June 28, 2019 11:46 AM To: magnumprop@aol.com Subject: Re: 5122 S. Atlantic Blvd.</p> <p>Thank you Mike. Are you/owner okay with staking the property to show you the limits of what the City is acquiring. We can then discuss the impact to the property and the business and move on with the negotiation process. I also need to discuss the billboard. Let me know your availability. Thanks again, mona</p>

6314-003-001, Krystal Ente	6/18/2019	Mona Montano	<p>Relayed discussions with owner to the City and CNS via email:</p> <p>From: Mona Montano Sent: Tuesday, June 18, 2019 1:48 PM To: Brandon Araujo (baraujo@ci.vernon.ca.us) <baraujo@ci.vernon.ca.us> Cc: James Lu <james.lu@cnseng.com> Subject: Krystal Enterprise, LLC</p> <p>Hi Brandon, I just got off the phone with Mike Meraz, owner contact, to review the contents of the offer package. Mike Meraz said that he spoke to the owner and said they were not interested in selling a portion of the property. It is all or nothing. I explained to him that the City will not purchase the whole property as the partial take will not impact business operations. Mike Meraz said that he does not believe that the business operations, particularly ingress/egress of tanker trucks will not be impacted by the take. I suggested that we meet on site with the owners to provide them with a better understanding of the acquisition and discuss the TCE as well.</p> <p>I would suggest we have the property staked to show the owner the limits of the take and TCE. Let me know when that can be scheduled and I will secure authorization to get your surveyor into the property. Thanks, mona</p>
6314-003-001, Krystal Ente	6/17/2019	Mona Montano	Spoke to Mike Meraz regarding the offer. Reviewed the contents of the offer package including Title VI. Mike Meraz said that he also spoke to the owner about it and was told that the owner will not sell a portion of the property. He said that the acquisition for street easement will have an impact on the operations of the business particularly with regards to ingress/egress of tanker trucks. I told him that I can request the City to have the property staked and we can meet to inspect the property together with owner to give them a better understanding of the project impact on the property and how it should not affect business operations in the after condition.
6314-003-001, Krystal Ente	6/13/2019	Mona Montano	Received email from Mike Meraz acknowledging receipt of offer package. Responded to email verifying availability to review offer package in-person or over the phone.
6314-003-001, Krystal Ente	6/5/2019	Mona Montano	<p>Received notification of owner representation by Mike Meraz of Magnum Properties.</p> <p>Sent offer package and appraisal via email. Offer package included Title VI brochure.</p>
6314-003-001, Krystal Ente	11/19/2018	Mona Montano	Received call from Mike Meraz of Magnum Properties, real estate broker who acknowledged receipt of the NDA. Mike Meraz said that the owner asked him to contact me and let me know that they are not interested in selling any portion of the property and that if the City wants any part of the property they should purchase the whole property or replace with a like property in the area. I told Mr. Meraz that at this time, the City wants an appraisal done to evaluate the interests and right proposed to be acquired. When the City makes the offer to the owners, negotiations will commence. I told Mr. Meraz that we encourage owners to be present during the appraisal inspection so that the owner and appraiser can communicate directly on inquiries each party may have. Without an appraisal, the City will not have any basis to respond to the owner's offer to negotiate. Mr. Meraz said that the appraisal can be done from outside and that the owner is not interested in joining the appraiser. I told Mr. Meraz that I will notify the City and the appraiser.
6314-003-001, Krystal Ente	10/23/2018	Mona Montano	Notice of Decision to Appraise sent out to owner by regular and certified mail.
6314-003-001, Krystal Ente	2/9/2016	Mona Montano	Update from City re: review of appraisal by City Council: From: Contreras, Rafael [mailto:RContreras@ci.vernon.ca.us] Sent: Tuesday, February 09, 2016 5:30 PM To: 'James Lu'; Mona Montano Cc: Min Saysay Subject: RE: Atlantic Blvd Widening re: APN 6314-003-001 Krystal Enterprises and 6304-007-900, 6314-033-901 LACFCD James, Unfortunately, I was not able to make the 2/16 agenda. It is on the agenda for 3/1.
6314-003-001, Krystal Ente	1/26/2016	Mona Montano	Appraisal emailed to CNS and City of Vernon on 1/26/16 by MR; pending approval of just comp; will potentially be included in the 2/16/16 council agenda.
6314-003-001, Krystal Ente	7/22/2015	Debbie Morgan	Mailed out NDA letter certified and regular mail to owners.



September 17, 2020

CITY COUNCIL OF THE CITY OF VERNON
NOTICE OF INTENT TO ADOPT A RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN
REAL PROPERTY OR INTEREST IN REAL PROPERTY BY EMINENT DOMAIN AND
OTHER RELATED MATTERS
(Code of Civil Procedure, Section 1245.235)

Krystal Enterprise
913 Cambridge Drive
Burbank, CA 91504
Attention: Veronica Escamilla

Dear Veronica Escamilla,

The law provides procedures for public agencies to acquire private property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

- (A) The public interest and necessity require the project.
- (B) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (C) The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

You are hereby notified that the City of Vernon City Council (the "Council") at its meeting to be held on October 6, 2020 in Vernon, California, will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt a Resolution of Necessity ("Resolution"). Questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the Council will not consider such in determining whether a Resolution should be adopted.

The Council's adoption of the Resolution authorizes the City of Vernon (the "City") to acquire the property by eminent domain. Within six months of the adoption of the Resolution, the City will prepare and file a complaint in Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in this court proceeding. A description of the required property is attached to this Notice and is marked Exhibit A and Exhibit B.

The law provides you an opportunity to appear before the Council and raise questions concerning only the three conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing of this Notice), you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the three conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the

Council to authorize a full and expeditious review of the project's effect on your property. The City will conduct the review on behalf of the Council and ask for your participation. Based on this review, the City will then prepare a report to be presented to the Council at the meeting at which you intend to appear.

Your written request to appear must actually be *on file* with the Council within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to: City Clerk, City of Vernon, 4305 Santa Fe Avenue, Vernon, CA 90058. If you request an appearance, you will be notified of the meeting date, time and location at a later date.

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the Council within the 15-day period will become part of the official record of the meeting at which the Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return Receipt Requested to confirm that your response was received within the 15-day period.

If you have any questions, please call Daniel Wall at telephone number (323) 583-8811 Ext 305.

Sincerely,



Daniel Wall

Director of Public Works

Attachments:

Exhibit A – Street Easement

Exhibit B – Temporary Construction Easement

EXHIBIT "A"
STREET EASEMENT

BEING THAT PORTION OF LOT 1 OF TRACT NO. 7923, IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 113, PAGES 80 THROUGH 83, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID LOT 1 WITH A LINE PARALLEL WITH AND 9.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1;

THENCE, SOUTHWESTERLY ALONG SAID PARALLEL LINE TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 36.00 FEET AND TANGENT TO THE SOUTHERLY LINE OF SAID LOT 1;

THENCE, SOUTHEASTERLY ALONG SAID CURVE TO ITS TANGENCY WITH SAID SOUTHERLY LINE OF LOT 1.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE ROAD EASEMENT TO THE CITY OF VERNON RECORDED AUGUST 9, 1962 AS INSTRUMENT NO. 3473 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER.

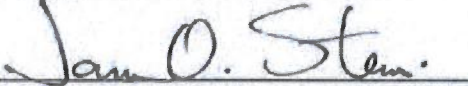
CONTAINING 884 SQUARE FEET, MORES OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:


JAMES O. STEINES, P.L.S. 6086

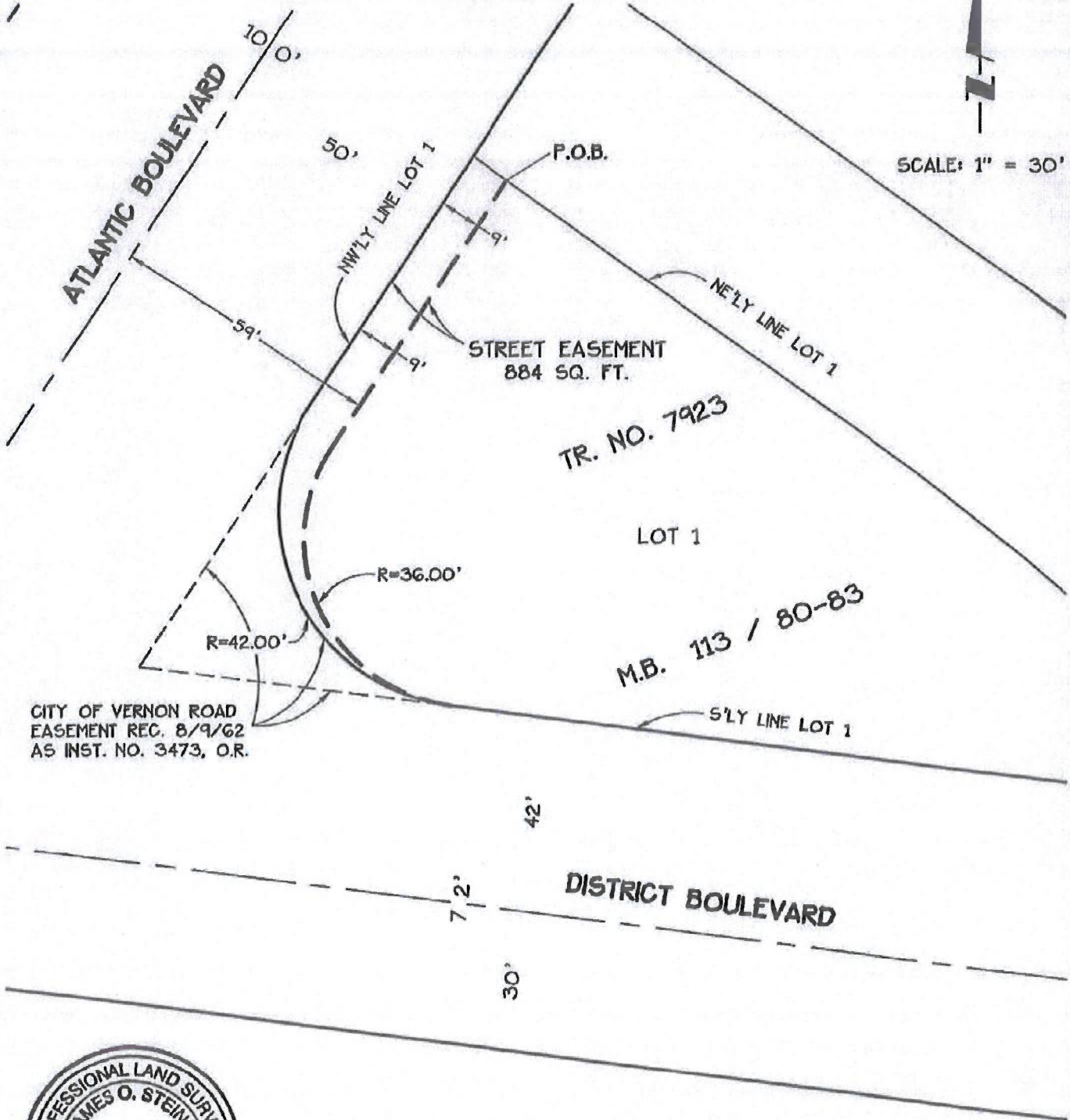
AUGUST 26, 2010
J.N. 2042 477000

EXHIBIT "A"

SHEET 1 OF 1

A PORTION OF LOT 1, TRACT NO. 7923, M.B. 113 / 80-83,
IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

STREET EASEMENT



James O. Steines
JAMES O. STEINES, P.L.S. 6086



Stantec

STANTEC CONSULTING INC.
19 TECHNOLOGY DRIVE
IRVINE, CA 92618
949.923.6000

stantec.com

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT

BEING THAT PORTION OF LOT 1 OF TRACT NO. 7923, IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 113, PAGES 80 THROUGH 83, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 1;

THENCE, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1,
SOUTH 54°34'54" EAST, 19.01 FEET;

THENCE, TRAVERSING THE INTERIOR OF SAID LOT 1, THE FOLLOWING COURSES:

SOUTH 35°25'06" WEST, 21.00 FEET;

SOUTH 54°34'54" EAST, 10.83 FEET;

SOUTH 33°11'59" WEST, 45.00 FEET;

SOUTH 65°05'49" WEST, 23.76 FEET;

SOUTH 24°54'11" EAST, 20.68 FEET TO THE BEGINNING OF A
NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.87
FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 53°49'25" WEST;

SOUTHEASTERLY 25.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE
OF 47°53'04" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE
BEARS SOUTH 06°45'31" WEST;

ALONG SAID NON-TANGENT LINE, SOUTH 06°45'56" WEST, 5.00 FEET TO
THE SOUTHERLY LINE OF SAID LOT 1.

**EXCEPTING THEREFROM THAT PORTION LYING NORTHWESTERLY, WESTERLY AND
SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:**

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID LOT 1
WITH A LINE PARALLEL WITH AND 9.00 FEET SOUTHEASTERLY OF THE
NORTHWESTERLY LINE OF SAID LOT 1;

THENCE, SOUTHWESTERLY ALONG SAID PARALLEL LINE TO THE BEGINNING OF A
CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 36.00 FEET AND TANGENT
TO THE SOUTHERLY LINE OF SAID LOT 1;

THENCE, SOUTHEASTERLY ALONG SAID CURVE TO ITS TANGENCY WITH SAID
SOUTHERLY LINE OF LOT 1.

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT

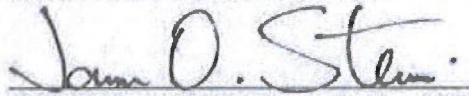
CONTAINING 1,595 SQUARE FEET, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART
HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS,
EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:



JAMES O. STEINES, P.L.S. 6086

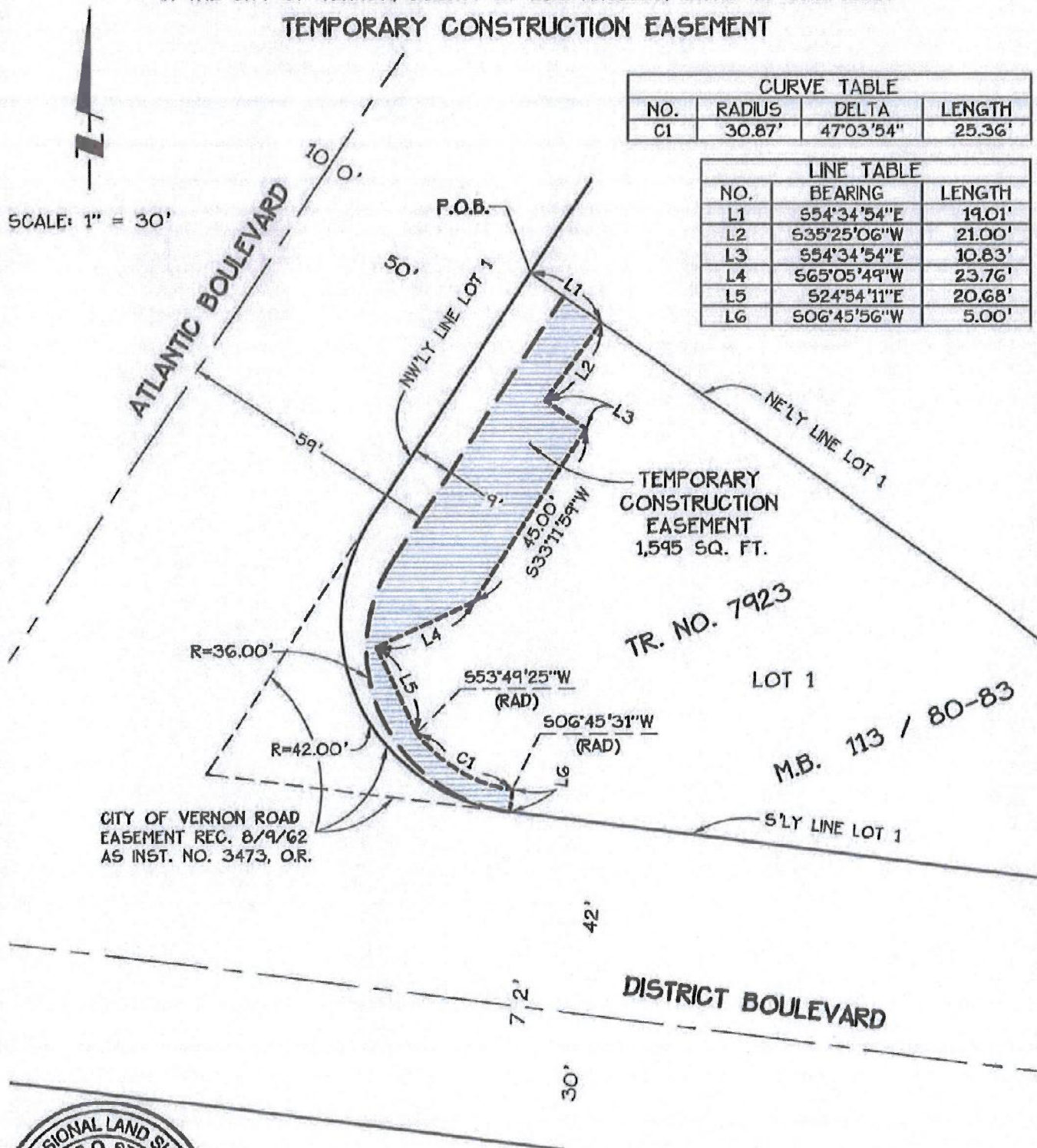
SEPTEMBER 9, 2010
J.N. 2042 477000

EXHIBIT "B"

SHEET 1 OF 1

A PORTION OF LOT 1, TRACT NO. 7923, M.B. 113 / 80-83,
IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

TEMPORARY CONSTRUCTION EASEMENT



James O. Steines
JAMES O. STEINES, P.L.S. 6086



Stantec

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stantec.com

J.N. 2042 477000

DATE: 9/9/10

City Council Agenda Item Report

Agenda Item No. COV-350-2020
Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: October 6, 2020

SUBJECT

Approval of Minutes

Recommendation:

Approve the September 15, 2020 Regular City Council meeting minutes.

Background:

Staff has prepared and hereby submits the minutes for approval.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [2020-09-15 City Council Minutes](#)

**MINUTES
VERNON CITY COUNCIL
REGULAR MEETING
TUESDAY, SEPTEMBER 15, 2020
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

CALL TO ORDER

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

FLAG SALUTE

Mayor Lopez 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
Bryan Woodruff, Firefighter/Paramedic Coordinator
Dr. Laurene Mascola, Health Officer

APPROVAL OF THE AGENDA

Interim City Attorney Alvarez-Glasman indicated the need to add the following Closed Session Item No. 15 arose after the posting of the agenda:

Public Employee Evaluation
Government Code Section 54957
Position: City Administrator

MOTION

Mayor Pro Tem Ybarra moved and Council Member Davis seconded a motion to add the Closed Session item. The question was called and the motion carried unanimously.

MOTION

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

PUBLIC COMMENT

None.

PRESENTATIONS

1. Employee Service Pin Awards for July 2020

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

Human Resources Director Earl acknowledged Brandon Gray, Police Lieutenant; Jose H. Pereyra, Electric Operator; and Wenceslao P. Reynoso, Building Inspector, as recipients of the Employee Service Pin Awards for July 2020.

CONSENT CALENDAR

MOTION

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

The Consent Calendar consisted of the following items:

2. Approval of Minutes

Recommendation: Approve the September 1, 2020 Regular City Council meeting minutes.

3. Claims Against the City

Recommendation: Receive and file the claim submitted by Core Systems Distribution Corporation in the amount of \$5,627.50.

4. Operating Account Warrant Register

Recommendation: Approve Operating Account Warrant Register No. 52, for the period of August 16 through August 29, 2020, which totals \$10,210,498.52 and consists of ratification of electronic payments totaling \$10,028,413.96 and ratification of the issuance of early checks totaling \$182,084.56.

5. City Payroll Warrant Register

Recommendation: Approve City Payroll Warrant Register No. 771, for the period of August 1 through August 31, 2020, which totals \$3,243,080.86 and consists of ratification of direct deposits, checks and taxes totaling \$2,141,620.60 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$1,101,460.26 paid through operating bank account.

6. Fire Department Activity Report

Recommendation: Receive and file the July 2020 Report.

7. Police Department Activity Report

Recommendation: Receive and file the July 2020 Report.

8. Purchase Order to Motorola Solutions, Inc. for Mobile Police Unit Radios

Recommendation: Approve and authorize the issuance of a purchase order with Motorola Solutions, Inc., (Motorola) for a total amount not to exceed \$14,844.70 for the purchase of two (2) Motorola APX 8500 All-Band P25 Mobile Radio as replacements for outdated, obsolete mobile police unit radios.

9. Public Works Street Operations Division Vehicle

Recommendation: Approve and authorize the issuance of a purchase order to National Auto Fleet Group for a 2021 Chevrolet Silverado Work Truck through Sourcewell, for a total cost of \$41,210.33.

NEW BUSINESS

10. Amendments to the Classification and Compensation Plan

Recommendation: 1) Approve the revised job descriptions for the positions of Gas Systems Specialist and Gas Systems Technician and new job description for the position of Power Resources Settlement Analyst; and 2) Adopt Resolution No. 2020-29 amending Exhibit B of the Classification and Compensation Plan, adopted by Resolution No. 2020-19 and as amended by Resolution No. 2020-28, to add a new and amended classification and associated salary range.

Human Resources Director Earl presented the staff report.

MOTION

Council Member Menke moved and Council Member Gonzales seconded a motion to: 1) Approve the revised job descriptions for the positions of Gas Systems Specialist and Gas Systems Technician and new job description for the position of Power Resources Settlement Analyst; and 2) Adopt Resolution No. 2020-29 amending Exhibit B of the Classification and Compensation Plan, adopted by Resolution No. 2020-19 and as amended by Resolution No. 2020-28, to add a new and amended classification and associated salary range. The question was called and the motion carried unanimously.

11. Energy Procurement Targets of Zero Megawatt Hours

Recommendation: Adopt Resolution No. 2020-30 establishing energy procurement targets of zero megawatt hours.

Public Utilities General Manager Alemu presented the staff report.

MOTION

Council Member Davis moved and Mayor Pro Tem Ybarra seconded a motion to Adopt Resolution No. 2020-30 establishing energy procurement targets of zero megawatt hours. The question was called and the motion carried unanimously.

12. Voting Delegate and Alternate Voting Delegate(s) for the 2020 League of California Cities Annual Conference

Recommendation: Designate the City's voting delegate and alternate voting delegate(s) for the League of California Cities 2020 Annual Conference scheduled for October 7-9, 2020.

City Clerk Pope presented the staff report.

MOTION

Council Member Gonzales moved and Mayor Pro Tem Ybarra seconded a motion to designate Council Member Menke as the City's voting delegate.

FRIENDLY AMENDMENT

Mayor Pro Tem Ybarra moved to amend the motion to designate Council Member Davis and Council Member Gonzales as the alternate voting delegates for the League of California Cities 2020 Annual Conference scheduled for October 7-9, 2020. Council Member Gonzales accepted the amendment.

The question was called and the amended motion carried unanimously.

13. Termination of Emergency Ambulance Service Agreement with the County of Los Angeles

Recommendation: Approve the termination of the Emergency Ambulance Service Agreement with the County of Los Angeles, which will allow for a relinquishment of emergency ambulance transportation rights and place responsibility for emergency ambulance transportation services with the Los Angeles County Emergency Medical Services (EMS) Agency.

Interim Fire Chief Enriquez presented the staff report.

In response to Council questions, Firefighter/Paramedic Coordinator Woodruff stated there was only one provider interested in responding to the request for proposals. He explained the annual cost for ambulance service and deferral to the County.

MOTION

Mayor Lopez moved and Council Member Davis seconded a motion to approve the termination of the Emergency Ambulance Service Agreement with the County of Los Angeles, which will allow for a relinquishment of emergency ambulance transportation rights and place responsibility for emergency ambulance transportation services with the Los Angeles County Emergency Medical Services (EMS) Agency. The question was called and the motion carried unanimously.

14. Memorandum of Understanding with Stacy Medical Center, Inc. for Influenza Vaccine Inoculation Services

Recommendation: Approve the Memorandum of Understanding (MOU) between the City of Vernon and Stacy Medical Center, Inc. in substantially the same form as submitted, for influenza vaccine inoculation services.

Health and Environmental Control Director Agyin and Health Officer Dr. Mascola presented the staff report.

MOTION

Mayor Pro Tem Ybarra moved and Council Member Menke seconded a motion to approve the Memorandum of Understanding (MOU) between the City of Vernon and Stacy Medical Center, Inc. in substantially the same form as submitted, for influenza vaccine inoculation services. The question was called and the motion carried unanimously.

ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

City Administrator Fandino provided an update on recent Police, Fire, and Vernon Public Utilities activities. He announced the raffle for Chalk-a-thon participants; Family Game Nights through September 17, 2020; and Green Vernon Commission meeting on September 16, 2020, 3:30 p.m.

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

None.

RECESS

Mayor Lopez recessed the meeting to Closed Session at 9:39 a.m.

CLOSED SESSION

15. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957(b)(1)

Title: City Administrator

RECONVENE

At 11:28 a.m., Mayor Lopez adjourned Closed Session and reconvened the regular meeting.

CLOSED SESSION REPORT

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

ADJOURNMENT

Mayor Lopez adjourned the meeting at 11:29 a.m.

ATTEST:

LETICIA LOPEZ, Mayor

LISA POPE, City Clerk
(seal)

City Council Agenda Item Report

Agenda Item No. COV-353-2020

Submitted by: John Lau

Submitting Department: Finance/Treasury

Meeting Date: October 6, 2020

SUBJECT

Operating Account Warrant Register

Recommendation:

Approve Operating Account Warrant Register No. 53, for the period of August 30 through September 19, 2020, which totals \$10,624,670.01 and consists of ratification of electronic payments totaling \$10,351,172.28 and ratification of the issuance of early checks totaling \$273,497.73.

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. 53 covering claims and demands presented during the period of August 30 through September 19, 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. 53, totals \$10,624,670.01. 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. 53.


Attachments:

1. [Operating Account Warrant Register No. 53](#)



**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 53
OCTOBER 6, 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: 9/28/2020

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:

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 53
OCTOBER 6, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002808 - DEUTSCHE BANK TRUST CO.	055.9200.500163	\$ 1,518,130.00	WCI Auction	082620				
	056.5610.596710	\$ 667,200.00	WCI Auction	082620				
						09/01/2020	10185	\$ 2,185,330.00
000947 - DAILY JOURNAL CORPORATION	011.1003.550000	\$ 290.00	Publication Services	B3390840				
						09/01/2020	10186	\$ 290.00
001906 - WILLIAM DAVIS	011.1001.502030	\$ 500.00	HSA Employer Contribution~	082520				
						09/01/2020	10187	\$ 500.00
006198 - JRM	055.9000.596200	\$ 12,168.00	Security Services~	4182				
	055.8100.596200	\$ 66,572.00	Security Services~	4183				
	055.9000.596200	\$ 11,492.00	Security Services~	4209REV				
	055.8100.596200	\$ 67,524.00	Security Services~	4210				
						09/01/2020	10188	\$ 157,756.00
005034 - KRONOS INCORPORATED	011.9019.590110	\$ 831.17	Hardware & Software Usage Fees	11642624				
						09/01/2020	10189	\$ 831.17
003053 - LEVEL 3 COMMUNICATIONS, LLC	057.1057.500173	\$ 4,347.42	Internet Access Services	140225193				
						09/01/2020	10190	\$ 4,347.42
006687 - NDS	011.1004.520000	\$ 256.32	Postage	771541				
						09/01/2020	10191	\$ 256.32

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 53
OCTOBER 6, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006702 - SALLY SWANSON ARCHITECTS, INC	011.1043.595200	\$ 1,910.00	ADA Self Evaluation & Transition Plan	245662		09/01/2020	10192	\$ 1,910.00
000059 - SO CAL EDISON	055.9200.500170	\$ 24,669.00	Laguna Bell 08/20	7501187821				
	055.9200.500170	\$ 53,460.00	Victorville Lugo Vernon 08/20	7501187833				
	055.9200.500170	\$ 126,360.00	Mead Laguna Bell 08/20	7501187834		09/01/2020	10193	\$ 204,489.00
006873 - ALL WEATHER INSULATED PANELS	020.1084.900000	\$ 2,026.75	2" DM40 Walls Per Customer Provided~	800820195	011.0014452			
	020.1084.900000	\$ 812.50	3.25" SR-2 Roof Panels Per Customer	800820195	011.0014452			
	020.1084.900000	\$ 1,500.00	Qty Set Up Fees for Wall & Roof Panels	800820195	011.0014452			
	020.1084.900000	\$ 521.81	Trims & Accessories per Customer Cutlist	800820195	011.0014452			
	020.1084.900000	\$ 695.00	Freight	800820195	011.0014452			
	020.1084.900000	\$ 319.30	Sales Tax 9.5%	800820195		09/01/2020	10198	\$ 5,875.36

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 53
OCTOBER 6, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500150	\$ 13,448.63	Recalculation Charges 08/20	202009013146637				
				516				
	055.9200.500190	\$ 1,757.29	Recalculation Charges 08/20	202009013146637				
				516				
	055.9200.500210	\$ 221.83	Recalculation Charges 08/20	202009013146637				
				516				
	055.9200.500151	\$ -0.08	Recalculation Charges 08/20	202009013146637				
				516				
	055.9200.500170	\$ -4,129.34	Recalculation Charges 08/20	202009013146637				
				516				
	055.9200.500150	\$ -895.89	Recalculation Charges 11/17	202009013146637				
				516				
	055.9200.500150	\$ 6,738.56	Recalculation Charges 02/19	202009013146637				
				516				
	055.9200.500170	\$ 1.23	Recalculation Charges 02/19	202009013146637				
				516				
	055.9200.500170	\$ -4,552.88	Recalculation Charges 02/19	202009013146637				
				516				
	055.9200.500150	\$ 195,567.52	Initial Charges 08/20	202009013146637				
				516				
	055.9200.500170	\$ 239.69	Initial Charges 08/20	202009013146637				
				516				
	055.9200.500210	\$ 16,726.88	Initial Charges 08/20	202009013146637				
				516				
	055.9200.500151	\$ -2.22	Initial Charges 08/20	202009013146637				
				516				
	055.9200.500190	\$ -133.77	Initial Charges 08/20	202009013146637				
				516				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 53
OCTOBER 6, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
						09/08/2020	10199	\$ 224,987.45
006865 - ALVAREZ-GLASMAN & COLVIN	011.1024.593200	\$ -3,565.18	Credit for March 2020 Invoices	090320				
	011.1024.593200	\$ 1,316.43	General Law Services 04/20	20200419384				
	011.1024.593200	\$ 1,880.00	Special Legal Services 04/20	20200419385				
	011.1024.593200	\$ 1,750.00	Litigation (General) 04/20	20200419386				
	011.1024.593200	\$ 11,313.15	General Law Services 05/20	20200519458				
	011.1024.593200	\$ 916.50	Special Legal Services 05/20	20200519459				
	011.1024.593200	\$ 1,379.00	Litigation (General) 05/20	20200519460				
	011.1024.593200	\$ 17,460.76	General Law Services 06/20	20200619461				
	011.1024.593200	\$ 540.50	Special Legal Services 06/20	20200619462				
	011.1024.593200	\$ 75.00	Litigation (General) 06/20	20200619463				
						09/09/2020	10200	\$ 33,066.16
006722 - AVENU MUNISERVICES, LLC	011.1004.596200	\$ 1,875.00	Clearview / STARS Service~	INV06009563				
						09/09/2020	10201	\$ 1,875.00
002533 - BANK OF NEW YORK MELLON	055.9000.592010	\$ 2,300.00	Administration & Audit Confirmation Fees	2522311939				
						09/09/2020	10202	\$ 2,300.00
005067 - BIOFUEL GENERATION SERVICES, L	055.9200.500160	\$ 15,860.50	Biomethane	RPS72020				
						09/09/2020	10203	\$ 15,860.50

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 53
OCTOBER 6, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000195 - ITRON, INC	055.7100.590110	\$ 7,394.41	Hardware & Software Maintenance~	558547				
	055.7100.590110	\$ 9,966.33	Hardware & Software Maintenance~	558702				
						09/09/2020	10204	\$ 17,360.74
006869 - LAURENE MASCOLA	011.1060.595200	\$ 3,919.55	Health Officer Services	V005		09/09/2020	10205	\$ 3,919.55
000629 - OPEN ACCESS TECHNOLOGY INTL, I	055.9200.596200	\$ 841.76	Electronic Tagging~	157690	055.0002815			
	055.9200.596200	\$ 841.76	Electronic Tagging~	158240	055.0002815	09/09/2020	10206	\$ 1,683.52
005433 - RUTAN & TUCKER, LLP	011.1024.593200	\$ 236.00	Re: Torres / Ong Litigation	874744				
	011.1024.593200	\$ 155.00	Re: Ong Yiu Arbitration	874745				
	011.1024.593200	\$ 1,109.00	Re: Torres Arbitration	874746		09/09/2020	10207	\$ 1,500.00
002476 - SCHWEITZER ENGINEERING LABORAT	055.9100.900000	\$ 27,849.00	Engineering Services	36784		09/09/2020	10208	\$ 27,849.00
005069 - TRITECH SOFTWARE SYSTEMS	011.9019.590110	\$ 9,000.00	License & Maintenance Fees~	286799		09/09/2020	10209	\$ 9,000.00
001695 - VULCAN MATERIALS CO	020.1084.520000	\$ 125.38	Paving Materials~	72641875	011.0014444	09/09/2020	10210	\$ 125.38

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 53
OCTOBER 6, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006666 - WATTS REGULATOR COMPANY	011.9019.590110	\$ 44.25	Test Fees	14325151	011.0014538	09/09/2020	10211	\$ 44.25
006120 - WESTERN ALLIED CORPORATION	011.1049.590000	\$ 963.00	Air Conditioner Maintenance	626789				
	011.1049.590000	\$ 3,316.78	Air Conditioner Maintenance	626815		09/09/2020	10212	\$ 4,279.78
001401 - CENTRAL BASIN MWD	020.1084.500130	\$ 93,141.49	Potable & Recycled Water	VERJUL20		09/10/2020	10213	\$ 93,141.49
000956 - CROSSPOINT NETWORK SOLUTIONS,	011.9019.520010	\$ 2,200.00	MBG Teleworker Service Users 10 Pack	IN20200302	011.0014536	09/10/2020	10214	\$ 2,200.00
003606 - INSIGHT PUBLIC SECTOR, INC	011.9019.590110	\$ 68.00	Microsoft Office 365 (Plan G1) -	1100754456	011.0014488			
	011.9019.590110	\$ 1,016.00	Microsoft Office 365 (Plan E3) -	1100754456	011.0014488	09/10/2020	10215	\$ 1,084.00
006914 - LOS ANGELES MUSIC & ART SCHOOL	011.1021.797000	\$ 31,600.00	CommUNITY Fund Grant	090820		09/10/2020	10216	\$ 31,600.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 53
OCTOBER 6, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000209 - MERRIMAC ENERGY GROUP	011.1033.570000	\$ 1,179.41	Unleaded Fuel~	2203476	011.0014508			
	011.1033.570000	\$ 2.08	CA Enviro / Fed Oil Spill Tax	2203476	011.0014508			
	011.1033.570000	\$ 0.89	CA Childhood Lead Fee	2203476	011.0014508			
	011.1033.570000	\$ 2.29	AB32 Fuel Fee	2203476	011.0014508			
	011.1033.570000	\$ 297.95	State Gasoline Fee	2203476	011.0014508			
	011.1033.570000	\$ 0.59	Lust	2203476	011.0014508			
	011.1033.570000	\$ 66.73	Fuel Sales Tax 4.50%	2203476				
	011.1033.570000	\$ 1,852.69	Diesel Fuel~	2203477	011.0014508			
	011.1033.570000	\$ 1.87	AB32 Fee 5	2203477	011.0014508			
	011.1033.570000	\$ 379.61	State Diesel Tax	2203477	011.0014508			
	011.1033.570000	\$ 0.99	Lust	2203477	011.0014508			
	011.1033.570000	\$ 282.97	Clear Diesel Sales Tax	2203477				
	011.1033.570000	\$ 1,298.39	Diesel Fuel~	2203478	011.0014508			
	011.1033.570000	\$ 1.31	AB32 Fee 5	2203478	011.0014508			
	011.1033.570000	\$ 266.04	State Diesel Tax	2203478	011.0014508			
	011.1033.570000	\$ 0.69	Lust	2203478	011.0014508			
	011.1033.570000	\$ 198.31	Clear Diesel Sales Tax	2203478				
	011.1033.570000	\$ 742.21	Diesel Fuel~	2203479	011.0014508			
	011.1033.570000	\$ 0.75	AB32 Fee 5	2203479	011.0014508			
	011.1033.570000	\$ 152.08	State Diesel Tax	2203479	011.0014508			
	011.1033.570000	\$ 0.40	Lust	2203479	011.0014508			
	011.1033.570000	\$ 113.34	Clear Diesel Sales Tax	2203479				
						09/10/2020	10217	\$ 6,841.59

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ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005069 - TRITECH SOFTWARE SYSTEMS	011.9019.590110	\$ 3,566.06	ASSET MANAGEMENT- ASSETS ANNUAL	280353	011.0014477			
	011.9019.590110	\$ 3,566.06	EAM- FINANCIALS INTEGRATION ANNUAL	280353	011.0014477			
	011.9019.590110	\$ 630.38	ASSET MANAGEMENT- MOBILE ANNUAL	280353	011.0014477			
	011.9019.590110	\$ 7,750.23	ASSET MANAGEMENT- WORK ANNUAL	280353	011.0014477			
						09/10/2020	10218	\$ 15,512.73
004527 - WITTMAN ENTERPRISES, LLC	011.1033.596200	\$ 680.88	Billing Services 07/20	2007069		09/10/2020	10219	\$ 680.88
005784 - ZONES, INC	011.9019.590110	\$ 2,941.32	Cisco SMARTnet Extended Service	K15705090101	011.0014487	09/10/2020	10220	\$ 2,941.32

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500150	\$ 32,020.37	Initial Charges 08/20	202009083146695				
				224				
	055.9200.500170	\$ 1,166,279.54	Initial Charges 08/20	202009083146695				
				224				
	055.9200.500180	\$ 3,286.03	Initial Charges 08/20	202009083146695				
				224				
	055.9200.500210	\$ 3,329.56	Initial Charges 08/20	202009083146695				
				224				
	055.9200.500240	\$ 7,554.23	Initial Charges 08/20	202009083146695				
				224				
	055.9200.500151	\$ -1.58	Initial Charges 08/20	202009083146695				
				224				
	055.9200.500170	\$ -1,617.67	Initial Charges 08/20	202009083146695				
				224				
	055.9200.500190	\$ -2,142.36	Initial Charges 08/20	202009083146695				
				224				
	055.9200.500150	\$ 115,135.95	Initial Charges 09/20	202009083146695				
				224				
	055.9200.500210	\$ 7,148.28	Initial Charges 09/20	202009083146695				
				224				
	055.9200.500151	\$ -4.68	Initial Charges 09/20	202009083146695				
				224				
	055.9200.500170	\$ -963.11	Initial Charges 09/20	202009083146695				
				224				
	055.9200.500190	\$ -4,711.08	Initial Charges 09/20	202009083146695				
				224				
	055.9200.500150	\$ 215,680.24	Recalculation Charges 08/20	202009083146695				
				224				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500151	\$ 0.97	Recalculation Charges 08/20	202009083146695 224				
	055.9200.500190	\$ 22,224.59	Recalculation Charges 08/20	202009083146695 224				
	055.9200.500210	\$ 601.25	Recalculation Charges 08/20	202009083146695 224				
	055.9200.500170	\$ -372.94	Recalculation Charges 08/20	202009083146695 224				
	055.9200.500150	\$ -2,261.53	Recalculation Charges 11/19	202009083146695 224				
	055.9200.500170	\$ -24,177.04	Recalculation Charges 11/19	202009083146695 224				
	055.9200.500190	\$ -22.04	Recalculation Charges 11/19	202009083146695 224				
	055.9200.500180	\$ 152.34	Recalculation Charges 11/19	202009083146695 224				
						09/14/2020	10221	\$ 1,537,139.32
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 154,365.34	Astoria 2 Solar Project	ATSP0920				
						09/14/2020	10222	\$ 154,365.34
004303 - ATHENS INSURANCE SERVICES, INC	011.1026.594200	\$ 6,105.33	TPA Fees 09/20	IVC22340				
						09/15/2020	10223	\$ 6,105.33
006106 - AXON ENTERPRISE, INC	011.4031.520000	\$ 13,008.60	Replacement Taser Devices	SI1676417				
						09/15/2020	10224	\$ 13,008.60

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005490 - CINTAS CORPORATION	020.1084.540000	\$ 139.09	Uniforms	4056703319				
	055.8000.540000	\$ 45.45	Uniforms	4056703319				
	055.8100.540000	\$ 159.78	Uniforms	4056703319				
	056.5600.540000	\$ 52.63	Uniforms	4056703319				
	020.1084.540000	\$ 139.09	Uniforms	4057337928				
	055.8000.540000	\$ 45.45	Uniforms	4057337928				
	055.8100.540000	\$ 159.78	Uniforms	4057337928				
	056.5600.540000	\$ 52.63	Uniforms	4057337928				
	020.1084.540000	\$ 139.09	Uniforms	4058002857				
	055.8000.540000	\$ 45.45	Uniforms	4058002857				
	055.8100.540000	\$ 159.78	Uniforms	4058002857				
	056.5600.540000	\$ 52.63	Uniforms	4058002857				
	020.1084.540000	\$ 139.09	Uniforms	4058631736				
	055.8000.540000	\$ 45.45	Uniforms	4058631736				
	055.8100.540000	\$ 159.78	Uniforms	4058631736				
	056.5600.540000	\$ 52.63	Uniforms	4058631736				
	020.1084.540000	\$ 139.09	Uniforms	4059293740				
	055.8000.540000	\$ 45.45	Uniforms	4059293740				
	055.8100.540000	\$ 159.78	Uniforms	4059293740				
	056.5600.540000	\$ 52.63	Uniforms	4059293740				
	020.1084.540000	\$ 179.62	Uniforms	4059967751				
	055.8000.540000	\$ 53.65	Uniforms	4059967751				
	055.8100.540000	\$ 45.45	Uniforms	4059967751				

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005490 - CINTAS CORPORATION	056.5600.540000	\$ 160.79	Uniforms	4059967751				
	020.1084.540000	\$ 141.34	Uniforms	4060579223				
	055.8000.540000	\$ 45.45	Uniforms	4060579223				
	055.8100.540000	\$ 159.77	Uniforms	4060579223				
	056.5600.540000	\$ 52.64	Uniforms	4060579223				
						09/15/2020	10225	\$ 2,823.46
006915 - EAST BAY COMMUNITY ENERGY	055.9200.500180	\$ 32,500.00	Capacity Charges 08/20	VERNON0820				
						09/15/2020	10226	\$ 32,500.00
006908 - MONTEREY BAY COMMUNITY POWER	055.9200.500180	\$ 13,000.00	Capacity Charges 08/20	VERNON0820				
						09/15/2020	10227	\$ 13,000.00
004882 - NEOGOV	011.9019.590110	\$ 4,476.53	Biddle Software Subscription	INV16056		09/15/2020	10228	\$ 4,476.53
003900 - RICHARDS, WATSON & GERSHON	011.1024.593200	\$ 39.75	Re: Los Angeles MS4 Permit Petition	228076				
						09/15/2020	10229	\$ 39.75
002170 - SURVALENT TECHNOLOGY, INC	055.9100.590110	\$ 25,571.00	Annual Software Support & Maintenance	U18558				
						09/15/2020	10230	\$ 25,571.00
001695 - VULCAN MATERIALS CO	056.5600.520000	\$ 364.38	Hot Asphalt, Concrete, Paving	72639686	056.0000611			
						09/15/2020	10231	\$ 364.38

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003584 - WILLIAMS DATA MANAGEMENT	011.1003.596200	\$ 1,418.54	Storage Services	521161		09/15/2020	10232	\$ 1,418.54
006651 - ZIM INDUSTRIES, INC	020.1084.900000	\$ 85,758.05	Retention Payment~	090320		09/15/2020	10233	\$ 85,758.05
006877 - ARIZONA ELECTRIC POWER COOPERA	055.9200.500180	\$ 38,000.00	Capacity Charges 08/20	091020		09/17/2020	10234	\$ 38,000.00
003336 - BICENT (CALIFORNIA) MALBURG, L	055.9200.500150	\$ 375,280.24	Monthly Energy Payment~	8202001				
	055.9200.500180	\$ 3,657,717.60	Monthly Capacity Payment	8202001				
	055.9200.500150	\$ 63,866.00	Section 18.3 Fee Reimbursement	8202001				
	055.9200.500150	\$ -1,923.06	Fuel Burden	8202001		09/17/2020	10235	\$ 4,094,940.78
005784 - ZONES, INC	011.9019.590110	\$ 4,190.94	3 Yr Meraki MR Enterprise License	K15705960101	011.0014489	09/17/2020	10236	\$ 4,190.94
002459 - PORT CANAVERAL PWR CONSULTANTS	055.9000.596200	\$ 43,188.69	Consultation & Support Services	VERNPVHAUGUST2 020		09/18/2020	10237	\$ 43,188.69

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003705 - CYBERNETICS	011.9019.590110	\$ 1,685.00	AM-RTF/miSAN+~	807987	011.0014481			
	011.9019.590110	\$ 3,950.00	AM-RTF-P24/miSAN-DC+~	807987	011.0014481			
	011.9019.590110	\$ 1,822.00	AM-RTF-P24/iSAN+~	807987	011.0014481			
	011.9019.590110	\$ 2,993.00	AM-RTF-P24/iSAN~	807987	011.0014481			
	011.9019.590110	\$ 3,136.00	AM-RTF-P24/EXP~	807987	011.0014481			
						09/18/2020	10238	\$ 13,586.00
003049 - PETRELLI ELECTRIC, INC	055.9100.900000	\$ 679,499.78	Electric Service Maintenance	200219				
	055.8300.590000	\$ 399,224.75	Electric Service Maintenance	200219				
	055.8000.590000	\$ 130,253.33	Electric Service Maintenance	200219				
						09/18/2020	10239	\$ 1,208,977.86
001552 - HOME DEPOT CREDIT SERVICES	055.8400.590000	\$ 1,250.17	Small Tools, Plumbing, & Hardware	061620_MULTIPLE				
	020.1084.520000	\$ 1,600.56	Building Materials & Hardware	062920_MULTIPLE				
	056.5600.520000	\$ 118.04	Building Supplies	2390531				
	055.9100.520000	\$ 194.63	Hardware Supplies	390542				
						09/02/2020	10240	\$ 3,163.40

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001581 - THE GAS COMPANY	011.1033.560000	\$ 39.11	Period: 07/20	081020				
	011.1033.560000	\$ 12.83	Period: 07/20	081020(2)				
	011.1033.560000	\$ 95.41	Period: 07/20	081020(3)				
	011.1048.560000	\$ 24.51	Period: 07/20	081020(4)				
	011.1049.560000	\$ 544.25	Period: 07/20	081120				
	011.1043.560000	\$ 272.13	Period: 07/20	081120				
	020.1084.560000	\$ 272.13	Period: 07/20	081120				
	011.1049.560000	\$ 776.14	Period: 07/20	081120(2)				
						09/02/2020	10241	\$ 2,036.51
000059 - SO CAL EDISON	011.1043.560000	\$ 52.91	Period: 06/29/20 - 07/30/20	073120				
						09/04/2020	10242	\$ 52.91

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002190 - OFFICE DEPOT	011.1003.520000	\$ 281.42	Supplies	106735007001				
	011.1003.520000	\$ 20.43	Sales Tax 9.5%	106735007001				
	011.1004.520000	\$ 59.35	Supplies	107156138001				
	011.1004.520000	\$ 4.99	Sales Tax 9.5%	107156138001				
	011.1031.520000	\$ 260.78	Supplies	108768581001				
	011.1031.520000	\$ 23.07	Sales Tax 9.5%	108768581001				
	011.1060.520000	\$ 56.68	Supplies	110526901001				
	011.1060.520000	\$ 5.38	Sales Tax 9.5%	110526901001				
	011.1040.520000	\$ 45.56	Supplies	110914781001				
	011.1041.520000	\$ 20.77	Supplies	110914781001				
	011.1043.520000	\$ 24.94	Supplies	110914781001				
	011.1040.520000	\$ 4.33	Sales Tax 9.5%	110914781001				
	011.1041.520000	\$ 1.97	Sales Tax 9.5%	110914781001				
	011.1043.520000	\$ 2.37	Sales Tax 9.5%	110914781001				
	011.1041.520000	\$ 17.59	Supplies	110914781002				
	011.1041.520000	\$ 1.67	Sales Tax 9.5%	110914781002				
	011.9019.520000	\$ 27.60	Supplies	513072574001				
	011.1002.520000	\$ 80.97	Supplies	513072574001				
						09/08/2020	10243	\$ 939.87

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000059 - SO CAL EDISON	055.8100.560010	\$ 48.15	Period: 06/29/20 - 07/30/20	073120(2)				
	055.9200.560010	\$ 652.66	Period: 07/01/20 - 08/01/20	080420(2)				
	055.8100.560010	\$ 53.24	Period: 07/30/20 - 08/28/20	082920				
	055.9200.560010	\$ 652.66	Period: 08/01/20 - 09/01/20	090220				
						09/08/2020	10244	\$ 1,406.71
001617 - UPS	011.1041.520000	\$ 15.50	Period: 08/20	933312310(2)				
	055.8000.590000	\$ 102.91	Period: 08/20	933312310(2)				
	011.1033.520000	\$ 47.34	Period: 08/20	933312320(2)				
	011.1041.520000	\$ 31.00	Period: 08/20	933312320(2)				
	011.1033.520000	\$ 25.31	Period: 08/20	933312340(2)				
	011.1041.520000	\$ 84.37	Period: 08/20	933312340(2)				
						09/08/2020	10245	\$ 306.43
001581 - THE GAS COMPANY	056.5600.560000	\$ 22.33	Period: 07/09/20 - 08/07/20	081120(3)				
						09/09/2020	10246	\$ 22.33

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001552 - HOME DEPOT CREDIT SERVICES	011.1048.590000	\$ 699.00	Whirlpool Stove Sku #1000-044-841	5390648	011.0014472			
	011.1048.590000	\$ 71.65	Sales Tax 10.25	5390648				
	011.1048.590000	\$ 218.00	Whirlpool 1.7 cu. ft. MicroWave~	9910001	011.0014472			
	011.1048.590000	\$ 518.00	Whirlpool Front Control Dishwasher~	9910001	011.0014472			
	011.1048.590000	\$ 1,235.16	Whirlpool - 25 cu. ft. Side by Side	9910001	011.0014472			
	011.1048.590000	\$ 648.00	Whirlpool 7.0 cu.ft. 120 Volt Dryer~	9910001	011.0014472			
	011.1048.590000	\$ 548.00	Whirlpool 4.3 cu.ft. Washer	9910001	011.0014472			
	011.1048.590000	\$ 29.99	(2) Stainless Steel Hoses	9910001	011.0014472			
	011.1048.590000	\$ 327.71	Sales Tax 10.25	9910001				
						09/11/2020	10247	\$ 4,295.51
000249 - FEDEX	011.1033.520000	\$ 23.98	Period: 07/20	708110522				
	011.1004.520000	\$ 31.45	Period: 08/20	710090026				
						09/14/2020	10248	\$ 55.43
TOTAL ELECTRONIC								<u>\$ 10,351,172.28</u>

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EARLY CHECKS

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001723 - AFC HYDRAULIC SEALS & REPAIR	011.1046.520000	\$ 256.00	CTC-2435805/2350973 Seal kit for Cat	30106	011.0014385			
	011.1046.590000	\$ 2,400.00	Labor to remove and install hydraulic	30106	011.0014385			
	011.1046.590000	\$ 900.00	Labor to rebuild 2 cylinders,	30106	011.0014385			
	011.1046.520000	\$ 24.32	Sales Tax 9.5%	30106				
						09/01/2020	606111	\$ 3,580.32
004448 - BATTERY SYSTEMS, INC	011.1043.520000	\$ 547.50	OIL - DRI OIL SORB 50 LBS. PER BAG	5814036	011.0014491			
	011.1043.520000	\$ 345.60	PROCELL 9v CELL ALKALINE # PC1604	5814036	011.0014491			
	011.1043.520000	\$ 576.00	PROCELL AAA CELL ALKALINE # PC2400	5814036	011.0014491			
	011.1043.520000	\$ 576.00	PROCELL AA CELL ALKALINE # PC1500	5814036	011.0014491			
	011.1043.520000	\$ 1,152.00	PROCELL D CELL ALKALINE # PC1300	5814036	011.0014491			
	011.1043.520000	\$ 303.74	Sales Tax 9.5%	5814036				
						09/01/2020	606112	\$ 3,500.84
006054 - BEARCOM	011.9019.520010	\$ 970.00	SCANSOURCE ISOPROX II COMP PVC~	4974939	011.0014260			
	011.9019.520010	\$ 15.00	Freight	4974939	011.0014260			
	011.9019.520010	\$ 93.58	Sales Tax 9.5%	4974939				
						09/01/2020	606113	\$ 1,078.58

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005490 - CINTAS CORPORATION	011.1047.540000	\$ 43.12	Uniforms	4054721465				
	011.1049.540000	\$ 64.67	Uniforms	4054721465				
	011.1043.540000	\$ 64.67	Uniforms	4054721465				
	011.1046.540000	\$ 43.12	Uniforms	4054721465				
	011.1043.540000	\$ 63.57	Uniforms	4055430019				
	011.1046.540000	\$ 42.38	Uniforms	4055430019				
	011.1047.540000	\$ 42.38	Uniforms	4055430019				
	011.1049.540000	\$ 63.56	Uniforms	4055430019				
	011.1043.540000	\$ 65.57	Uniforms	4056059552				
	011.1046.540000	\$ 42.38	Uniforms	4056059552				
	011.1047.540000	\$ 42.38	Uniforms	4056059552				
	011.1049.540000	\$ 61.56	Uniforms	4056059552				
	011.1043.540000	\$ 64.67	Uniforms	4056703309				
	011.1046.540000	\$ 43.12	Uniforms	4056703309				
	011.1047.540000	\$ 43.12	Uniforms	4056703309				
	011.1049.540000	\$ 64.67	Uniforms	4056703309				
	011.1043.540000	\$ 63.87	Uniforms	4057337861				
	011.1046.540000	\$ 42.58	Uniforms	4057337861				
	011.1047.540000	\$ 42.58	Uniforms	4057337861				
	011.1049.540000	\$ 63.88	Uniforms	4057337861				
						09/01/2020	606114	\$ 1,067.85

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006910 - CONTESSA PREMIUM FOODS	011.199999	\$	368.00	Code Enforcement Overpayment Refund	Ref000226730		09/01/2020	606115	\$ 368.00
004408 - CRYSTAL ART GALLERY	011.199999	\$	145.00	Code Enforcement Overpayment Refund	Ref000226738		09/01/2020	606116	\$ 145.00
002566 - DEWEY PEST CONTROL	056.5600.590000	\$	65.00	Pest Control Services 05/20	13459895		09/01/2020	606117	\$ 187.00
	055.8400.590000	\$	122.00	Pest Control Services 06/20	13515074				
004730 - EXTREME SAFETY, INC	011.1043.900000	\$	235.00	LI-F2010MLC-S Nitrile Glove Med PF 4	96794	011.0014496	09/01/2020	606118	\$ 1,857.67
	011.1043.900000	\$	117.50	LI-F2010MLC-M Nitrile Glove Med PF 4	96794	011.0014496			
	011.1043.900000	\$	470.00	LI-F2010MLC-LG Nitrile Glove Med PF 4	96794	011.0014496			
	011.1043.900000	\$	470.00	LI-F2010MLC-XL Nitrile Glove Med PF 4	96794	011.0014496			
	011.1043.900000	\$	180.00	SS-TO32-OZ Disinfectant 32oz 23/ea./cs	96794	011.0014496			
	011.1043.900000	\$	139.89	Sales Tax 9.5%	96794				
	011.1043.900000	\$	224.00	UVX-S8500 Bionic Faceshield with Clear	97011	011.0014496			
	011.1043.900000	\$	21.28	Sales Tax 9.5%	97011				
006909 - GOURMET FOOD SOLUTIONS, INC	011.199999	\$	273.00	Code Enforcement Overpayment Refund	Ref000226729		09/01/2020	606120	\$ 273.00

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004035 - GTO AUTO GLASS	011.1046.520000	\$ 110.00	dw01549gbyn windshield	WOI0496445	011.0014383			
	011.1046.590000	\$ 65.00	labor to replace windshield	WOI0496445	011.0014383			
	011.1046.520000	\$ 10.45	Sales Tax 9.5%	WOI0496445		09/01/2020	606121	\$ 185.45
000346 - HDL SOFTWARE, LLC	011.9019.590110	\$ 7,805.96	Permit Tracking Software~	15535IN	011.0014263	09/01/2020	606122	\$ 7,805.96
000212 - INDEPENDENT CITIES ASSOCIATION	011.1002.596550	\$ 700.00	City Membership~	1052		09/01/2020	606123	\$ 700.00
004143 - INTERWEST CONSULTING GROUP, IN	011.1041.595200	\$ 1,140.77	Building Plan Check & Inspection	61982		09/01/2020	606124	\$ 1,140.77
006422 - MARIPOSA LANDSCAPES, INC	011.1049.590000	\$ 3,582.00	Landscape Maintenance	89452		09/01/2020	606125	\$ 8,578.00
	011.1049.590000	\$ 4,996.00	Landscape Maintenance	89655				
006905 - NATIONAL DATA & SURVEYING SERV	011.1043.596200	\$ 315.00	Volume & Speed Tube Machine Counts	20020167		09/01/2020	606126	\$ 315.00
006475 - ONEPOINT HUMAN CAPITAL MGMT	011.9019.520010	\$ 215.00	Time Tracking System	51013		09/01/2020	606127	\$ 215.00

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004111 - PACIFIC COMMERCIAL TRUCK BODY,	011.1046.590000	\$ 85.00	Labor to fabricate wrench for valve	26350	011.0014382	09/01/2020	606128	\$ 85.00
001106 - PITNEY BOWES, INC	055.7100.590110	\$ 808.61	Equipment Maintenance	1016086975		09/01/2020	606129	\$ 808.61
006416 - PRIORITY BUILDING SERVICES, LL	055.8400.596200	\$ 882.60	Disinfecting Service 05/20	70256				
	055.8400.596200	\$ 4,560.00	Disinfecting Service 06/20	70257				
	055.8300.596200	\$ 595.63	Janitorial Service 08/20	70407				
	055.8400.596200	\$ 718.90	Janitorial Service 08/20	70407				
	056.5600.596200	\$ 821.45	Janitorial Service 08/20	70407		09/01/2020	606130	\$ 7,578.58
005577 - SAN BERNARDINO COUNTY HR	011.1026.596200	\$ 2,512.13	WRIB Membership Renewal~	GX35920		09/01/2020	606131	\$ 2,512.13
000380 - STACY MEDICAL CENTER	011.1031.596200	\$ 200.00	Medical Services	521139643		09/01/2020	606132	\$ 200.00
005015 - TECHNOLOGY FOR ENERGY CORP	055.8000.590000	\$ 724.74	Calibration Services	33164				
	055.8000.590000	\$ 1,809.91	Calibration Services	33321				
	055.8000.590000	\$ 1,054.60	Calibration Services	33400		09/01/2020	606133	\$ 3,589.25

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006371 - TIREHUB, LLC	011.1046.520000	\$	516.00	P26560R17 Tires	15492537	011.0014158			
	011.1046.520000	\$	300.00	P25560R18 Tires	15492537	011.0014158			
	011.1046.590000	\$	10.50	California Tire Fee	15492537	011.0014158			
	011.1046.520000	\$	77.52	Sales Tax 9.5%	15492537				
							09/01/2020	606134	\$ 904.02
005030 - UNITED STEEL FENCE COMPANY	056.5600.590000	\$	2,759.00	Fence Repairs~	19078				
							09/01/2020	606135	\$ 2,759.00
006713 - VALLEN DISTRIBUTION, INC	011.1043.590000	\$	4,069.00	EM6500SXXK2AT 6500W Portable Generator	835678300	011.0014408			
	011.1043.590000	\$	386.55	Sales Tax 9.5%	835678300				
							09/01/2020	606136	\$ 4,455.55
001481 - VERIZON WIRELESS	011.9019.560010	\$	832.59	Period: 07/11/20 - 08/10/20	9860448327				
							09/01/2020	606137	\$ 832.59
005480 - VISTA PAINT CORPORATION	011.1043.520000	\$	1,459.00	VR1+ Vortex Single Gallon Mixer	VR-1 202049815600	011.0014417			
	011.1043.520000	\$	999.00	Software Color Pro 4.0	202049815600	011.0014417			
	011.1043.520000	\$	959.00	Computer with 19" Monitor	Computer 202049815600	011.0014417			
	011.1043.520000	\$	699.00	X-Rite Color Reader KM200	Color 202049815600	011.0014417			
	011.1043.520000	\$	391.02	Reader Sales Tax 9.5%	202049815600				
							09/01/2020	606138	\$ 4,507.02

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000404 - W.I.S.E., INC	011.1046.520000	\$ 93.50	ADE SHD936 Gloves	118048101	011.0014386			
	011.1046.520000	\$ 93.50	63-332PF-L Gloves	118048101	011.0014386			
	011.1046.520000	\$ 17.77	Sales Tax 9.5%	118048101				
						09/01/2020	606139	\$ 204.77
004798 - WORTHINGTON DIRECT HOLDINGS, L	011.1043.520000	\$ 2,360.00	Green 32 Gallon Metal Trash	INV357304VER100	011.0014479			
	011.1043.520000	\$ 408.00	RT-32 Black Plastic Lid 32 Gallon #	INV357304VER100	011.0014479			
	011.1043.520000	\$ 928.00	PL-32 Black Plastic Liner 32 Gallon#	INV357304VER100	011.0014479			
	011.1043.520000	\$ 713.00	Freight	INV357304VER100	011.0014479			
	011.1043.520000	\$ 351.12	Sales Tax 9.5%	INV357304VER100				
						09/01/2020	606140	\$ 4,760.12
001948 - AT&T	055.9200.560010	\$ 308.60	Period: 08/19/20 - 09/18/20	3120577540		09/08/2020	606141	\$ 308.60
002889 - AT&T MOBILITY	011.9019.560010	\$ 46.23	Period: 07/09/20 - 08/08/20	832176480X08162 020		09/08/2020	606142	\$ 46.23
006054 - BEARCOM	011.9019.520010	\$ 1,015.51	Door Maintenance	5018857		09/08/2020	606143	\$ 1,015.51
000256 - CALPORTLAND COMPANY	011.1043.520000	\$ 934.29	Concrete	94685182				
	011.1043.520000	\$ 874.01	Concrete	94717191				
	011.1043.520000	\$ 1,381.35	Concrete	94731136				
						09/08/2020	606144	\$ 3,189.65

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000533 - DALE'S TRANSPORT	011.1043.520000	\$ 45.00	Truck Wash/Steam Out Services~	280681	011.0014474	09/08/2020	606145	\$ 80.00
	011.1043.520000	\$ 35.00	Truck Wash/Steam Out Services~	280959	011.0014474			
002566 - DEWEY PEST CONTROL	011.1049.590000	\$ 95.00	Pest Control Services	13643235		09/08/2020	606146	\$ 636.00
	011.1049.590000	\$ 60.00	Pest Control Services	13646229				
	011.1049.590000	\$ 100.00	Pest Control Services	13646234				
	011.1049.590000	\$ 135.00	Pest Control Services	13646236				
	011.1049.590000	\$ 75.00	Pest Control Services	13646237				
	011.1049.590000	\$ 62.00	Pest Control Services	13646238				
	011.1049.590000	\$ 67.00	Pest Control Services	13646239				
	011.1049.590000	\$ 42.00	Pest Control Services	13646240				
006130 - GREATER L.A. COUNTY VECTOR CON	011.1060.595200	\$ 12,772.02	Mosquito Control Services~	2116		09/08/2020	606147	\$ 12,772.02

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001346 - HAAKER EQUIPMENT COMPANY	011.1046.520000	\$ 48.00	VA 52846 Tiger Tail	C64384	011.0014380			
	011.1046.520000	\$ 165.00	va ha31096-20/3K Leader Hose	C64384	011.0014380			
	011.1046.590000	\$ 29.00	Freight	C64384	011.0014380			
	011.1046.520000	\$ 20.24	Sales Tax 9.5%	C64384				
	011.1046.520000	\$ 68.98	ao636027011 Switch	C64584	011.0014384			
	011.1046.590000	\$ 11.00	Freight	C64584	011.0014384			
	011.1046.520000	\$ 6.55	Sales Tax 9.5%	C64584				
						09/08/2020	606148	\$ 348.77
006740 - HP DPF CLEANING	011.1046.590000	\$ 250.00	Thermal Regeneration & Pulse Cleaning	1176	011.0014387			
	011.1046.590000	\$ 225.00	Remove & Install DPF	1176	011.0014387			
	011.1046.590000	\$ 250.00	Reset Vehicle & Force Regeneration	1176	011.0014387			
	011.1046.590000	\$ 5.00	ESW Fuse Replace	1176	011.0014387			
						09/08/2020	606149	\$ 730.00
000804 - LB JOHNSON HARDWARE CO #1	011.1043.520000	\$ 55.29	Small Tools, Plumbing & Building	109544	011.0014465			
	011.1048.520000	\$ 77.69	Small Tools, Plumbing & Building	109785	011.0014465			
	011.1048.520000	\$ 9.83	Small Tools, Plumbing & Building	109788	011.0014465			
	011.1046.520000	\$ 10.84	Small Tools, Plumbing & Building	109944	011.0014465			
						09/08/2020	606150	\$ 153.65
006422 - MARIPOSA LANDSCAPES, INC	011.1049.590000	\$ 2,880.00	Landscape Maintenance	89765				
						09/08/2020	606151	\$ 2,880.00

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006228 - MILLSOFT, LLC	011.9019.595210	\$	3,375.00	Computer Programming Services	323		09/08/2020	606152	\$ 3,375.00
005780 - MONTEBELLO GLASS & MIRROR CO.	011.1049.590000	\$	8,729.41	Install Vinyl Replacement Windows~	16523		09/08/2020	606153	\$ 8,729.41
001943 - PLUMBING & INDUSTRIAL SUPPLY	011.1049.520000	\$	445.24	Plumbing Supplies & Building Hardware~	S1238649001	011.0014466	09/08/2020	606154	\$ 602.47
	011.1049.520000	\$	157.23	Plumbing Supplies & Building Hardware~	S1239245001	011.0014466			
003271 - ROBERTSON'S	020.1084.520000	\$	555.17	Concrete	734580		09/08/2020	606155	\$ 555.17
006438 - STREAM KIM HICKS WRAGE & ALFAR	011.1024.593200	\$	1,144.45	Re: Jerry Chavez v. City of Vernon~	16678		09/08/2020	606156	\$ 1,144.45
000141 - THOMSON REUTERS - WEST	011.4031.596200	\$	1,610.22	West Information Charges	842767227		09/08/2020	606157	\$ 1,610.22
001088 - WON DOOR CORPORATION	011.1049.590000	\$	448.00	FireGuard Door Maintenance	253043		09/08/2020	606158	\$ 448.00
000743 - XEROX FINANCIAL SERVICES, LLC	011.9019.590110	\$	3,219.30	Lease Payment	2232269		09/08/2020	606159	\$ 3,219.30

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005348 - AGILITY RECOVERY SOLUTIONS	011.9019.590110	\$ 415.00	Disaster Recovery Services	134995		09/15/2020	606160	\$ 415.00
002308 - ASBURY ENVIRONMENTAL SERVICES	055.8400.590000	\$ 419.00	Disposal Services	I50000595980		09/15/2020	606161	\$ 419.00
006309 - ATLAS SAFETY SOLUTIONS	055.8000.590000	\$ 250.00	Calibrations	INVVOL0003942		09/15/2020	606162	\$ 250.00
006054 - BEARCOM	011.1033.594000	\$ 1,860.30	Communication Equipment Maintenance	5033282		09/15/2020	606163	\$ 5,580.90
	011.1033.594000	\$ 1,860.30	Communication Equipment Maintenance	5059428				
	011.1033.594000	\$ 1,860.30	Communication Equipment Maintenance	5072789				
003037 - CAL AIR RESOURCES BOARD	056.5600.500230	\$ 56,642.00	AB32 Cost of Implementation Fee~	INVCOI20072		09/15/2020	606164	\$ 56,642.00
000778 - CALIFORNIA WATER SERVICE CO	011.1043.560000	\$ 44.75	Period: 08/20	082420		09/15/2020	606165	\$ 171.78
	011.1033.560000	\$ 127.03	Period: 08/20	082420(2)				
001139 - JERRY CHAVEZ JR	011.1031.596500	\$ 215.90	Sherman Block SLI Class 446-7	090120		09/15/2020	606166	\$ 215.90

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001095 - CHEM PRO LAB, INC	011.1049.590000	\$ 314.00	Water Treatment Service	661604		09/15/2020	606167	\$ 314.00
004787 - CLEAR INVESTIGATIVE ADVANTAGE,	011.1048.596200	\$ 62.00	Background Check	134425		09/15/2020	606168	\$ 62.00
000988 - COMPRESSED AIR SPECIALTIES INC	055.8400.590000	\$ 1,015.04	Maintenance & Repairs	36868		09/15/2020	606169	\$ 1,015.04
001336 - CURRENT WHOLESALE ELECTRIC SUP	020.1084.900000	\$ 381.16	Material for Cla-Val Automation @ PP1~	263606	011.0014455			
	020.1084.900000	\$ 36.21	Sales Tax 9.5%	263606				
	020.1084.900000	\$ 1,278.03	Material for Cla-Val Automation @ PP1~	263607	011.0014455			
	020.1084.900000	\$ 121.41	Sales Tax 9.5%	263607				
	020.1084.900000	\$ 940.70	Material for Cla-Val Automation @ PP1~	263608	011.0014455			
	020.1084.900000	\$ 89.37	Sales Tax 9.5%	263608				
	020.1084.900000	\$ 476.40	Material for Cla-Val Automation @ PP1~	263609	011.0014455			
	020.1084.900000	\$ 45.26	Sales Tax 9.5%	263609		09/15/2020	606170	\$ 3,368.54

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002566 - DEWEY PEST CONTROL	011.1033.590000	\$ 27.00	Pest Control Services	13659925				
	011.1033.590000	\$ 25.00	Pest Control Services	13659926				
	011.1033.590000	\$ 25.00	Pest Control Services	13659927				
	011.1033.590000	\$ 25.00	Pest Control Services	13662059				
						09/15/2020	606171	\$ 102.00
003796 - FIRE APPARATUS SOLUTIONS	011.1033.570000	\$ 2,142.06	Vehicle Maintenance & Repairs	17465				
	011.1033.570000	\$ 6,030.83	Vehicle Maintenance & Repairs	17466				
	011.1033.570000	\$ 1,805.60	Vehicle Maintenance & Repairs	17467				
	011.1033.570000	\$ 3,200.99	Vehicle Maintenance & Repairs	17565				
	011.1033.570000	\$ 11,034.82	Vehicle Maintenance & Repairs	17566				
						09/15/2020	606172	\$ 24,214.30
006622 - FULLER ENGINEERING, INC	020.1084.500140	\$ 1,074.24	Sodium Hypochlorite	141806				
	020.1084.500140	\$ 1,313.32	Sodium Hypochlorite	141924				
						09/15/2020	606174	\$ 2,387.56
006450 - DELPHIA GARZA	011.1048.530015	\$ 311.82	Reimb. Possessory Interest Tax~	091420		09/15/2020	606175	\$ 311.82
003065 - HDL COREN & CONE	011.1004.596200	\$ 1,250.00	Contract Services Property Tax~	SIN002691		09/15/2020	606176	\$ 1,250.00
001800 - JSB FIRE PROTECTION, LLC	011.1033.595200	\$ 3,058.80	Plan Check Services	20208		09/15/2020	606177	\$ 3,058.80

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000804 - LB JOHNSON HARDWARE CO #1	020.1084.520000	\$ 120.44	Plumbing & Building Hardware~	109008	011.0014442			
	055.8400.590000	\$ 70.06	Small Tools, Plumbing & Building	109371	055.0002803			
	055.8400.590000	\$ 137.94	Small Tools, Plumbing & Building	109445	055.0002803			
	055.8400.590000	\$ 50.32	Small Tools, Plumbing & Building	109548	055.0002803			
	055.8400.590000	\$ 37.49	Small Tools, Plumbing & Building	109603	055.0002803			
	055.8400.590000	\$ 4.37	Small Tools, Plumbing & Building	109678	055.0002803			
	020.1084.520000	\$ 28.36	Plumbing & Building Hardware~	109817	011.0014442			
	055.8400.590000	\$ 28.36	Small Tools, Plumbing & Building	109830	055.0002803			
	055.8400.590000	\$ 14.18	Small Tools, Plumbing & Building	109918	055.0002803			
						09/15/2020	606178	\$ 491.52
002361 - LITTLEJOHN REULAND CORP	020.1084.590000	\$ 5,723.29	Motor Repair Services	59179		09/15/2020	606179	\$ 5,723.29
000255 - LN CURTIS & SONS	011.1033.520000	\$ 1,538.88	Repair Services	INV401589				
	011.1033.520000	\$ 165.00	Repair Services	INV407625		09/15/2020	606180	\$ 1,703.88
006661 - CYNTHIA MACIEL	011.1031.596500	\$ 493.70	EVOC Course	073020		09/15/2020	606181	\$ 493.70
000996 - GABRIEL MARTINEZ	011.1031.596500	\$ 283.13	Sherman Block SLI Class 463-1	090220		09/15/2020	606182	\$ 283.13

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001150 - MCMASTER CARR SUPPLY COMPANY	055.8000.590000	\$ 226.00	Super-Corrosion-Resistant 316 Stainless	42496199	055.0002816			
	055.8000.590000	\$ 1,030.00	Belleville Spring Lock Washer, 18-8	42496199	055.0002816			
	055.8000.590000	\$ 709.00	USS Washer, 18-8 Stainless Steel,~	42496199	055.0002816			
	055.8000.590000	\$ 22.79	Freight	42496199	055.0002816			
	055.8000.590000	\$ 186.68	Sales Tax 9.5%	42496199				
	055.8400.590000	\$ 250.56	316 Stainless Steel Threaded Pipe	43622318	055.0002823			
	055.8400.590000	\$ 215.28	Cleaned and Bagged Yor-Lok Fitting for	43622318	055.0002823			
	055.8400.590000	\$ 150.18	Cleaned and Bagged Yor-Lok Fitting for	43622318	055.0002823			
	055.8400.590000	\$ 91.28	Cleaned and Bagged Yor-Lok Fitting for	43622318	055.0002823			
	055.8400.590000	\$ 403.16	Brass Panel-Mount On/Off Valve with~	43622318	055.0002823			
	055.8400.590000	\$ 37.10	Yor-Lok Fitting for Stainless Steel	43622318	055.0002823			
	055.8400.590000	\$ 193.40	Piano Hinge with Holes, Dull 316	43622318	055.0002823			
	055.8400.590000	\$ 98.92	Standard-Wall Clear Rigid PVC Pipe for	43622318	055.0002823			
	055.8400.590000	\$ 90.80	Clear PVC Pipe Fitting for Water,	43622318	055.0002823			
	055.8400.590000	\$ 16.34	Pipe Cement for Plastic Pipe for 6"	43622318	055.0002823			
	055.8400.590000	\$ 12.89	Primer for Pipe Cement for Plastic	43622318	055.0002823			
	055.8400.590000	\$ 26.95	Freight	43622318	055.0002823			
	055.8400.590000	\$ 148.19	Sales Tax 9.5%	43622318				
						09/15/2020	606183	\$ 3,909.52

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006416 - PRIORITY BUILDING SERVICES, LL	011.1049.590000	\$ 8,660.00	Day Porter Services	70408				
	011.1049.590000	\$ 8,660.00	Day Porter Services	70939				
						09/15/2020	606184	\$ 17,320.00
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$ 493.00	Car Wash Services	272369				
	011.1046.590000	\$ 476.00	Car Wash Services	272595				
	011.1046.590000	\$ 459.00	Car Wash Services	272848				
	011.1046.590000	\$ 697.00	Car Wash Services	273070				
	011.1046.590000	\$ 442.00	Car Wash Services	273312				
	011.1046.590000	\$ 782.00	Car Wash Services	273534				
	011.1046.590000	\$ 578.00	Car Wash Services	273799				
						09/15/2020	606185	\$ 3,927.00
003914 - RHF, INC	011.1031.590000	\$ 85.00	Recertification for Seven Laser Guns~	75520	011.0014542			
	011.1031.590000	\$ 85.00	Recertification for Seven Laser Guns~	75521	011.0014542			
	011.1031.590000	\$ 85.00	Recertification for Seven Laser Guns~	75522	011.0014542			
	011.1031.590000	\$ 85.00	Recertification for Seven Laser Guns~	75523	011.0014542			
	011.1031.590000	\$ 85.00	Recertification for Seven Laser Guns~	75524	011.0014542			
	011.1031.590000	\$ 85.00	Recertification for Seven Laser Guns~	75525	011.0014542			
	011.1031.590000	\$ 85.00	Recertification for Seven Laser Guns~	75526	011.0014542			
						09/15/2020	606186	\$ 595.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 53
OCTOBER 6, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003775 - SILVA'S PRINTING NETWORK	055.9100.520000	\$ 79.00	Business Cards - TIMOTHY F. BASS~	27158	055.0002818	09/15/2020	606187	\$ 86.51
	055.9100.520000	\$ 7.51	Sales Tax 9.5%	27158				
005790 - SIMON WIND, INC	055.9000.900000	\$ 277.50	Meteorological Services	2007		09/15/2020	606188	\$ 555.00
	055.9000.900000	\$ 277.50	Meteorological Services	2008				
001870 - SOFTCHOICE CORPORATION	011.9019.590110	\$ 12,396.00	VMWARE WORKSPACE ONE STANDARD (SHARED	5434134	011.0014359	09/15/2020	606189	\$ 12,396.00
006711 - SOUTHERN COMPUTER WAREHOUSE, I	011.9019.590110	\$ 16,799.34	NLP DEEP DISCOV INSPEC M 500 APPL RNWL	IN000651625	011.0014490	09/15/2020	606190	\$ 16,799.34
001017 - SPRINT	011.9019.560010	\$ 34.47	Period: 06/02/20 - 07/01/20	677975318224		09/15/2020	606191	\$ 34.47
005563 - STANLEY STEEMER OF LA COUNTY,	011.1048.590000	\$ 572.70	Steam Cleaning Services	907880		09/15/2020	606192	\$ 2,112.49
	011.1048.590000	\$ 213.94	Steam Cleaning Services	907883				
	011.1048.590000	\$ 177.00	Steam Cleaning Services	908014				
	011.1048.590000	\$ 1,148.85	Steam Cleaning Services	908087				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 53
OCTOBER 6, 2020**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000449 - UNDERGROUND SERVICE ALERT	020.1084.596200	\$ 110.65	New Ticket Charges	720200787				
	056.5600.596200	\$ 122.20	New Ticket Charges	820200798				
	020.1084.596200	\$ 65.43	CA State Fee for Regulatory Costs	DSB20194394				
	056.5600.596200	\$ 65.43	CA State Fee for Regulatory Costs	DSB20195027				
						09/15/2020	606193	\$ 363.71
006916 - YOUNG LABEL & TAG, INC	011.199999	\$ 885.00	Refund C-2020-1493~	Ref000226887		09/15/2020	606194	\$ 885.00
TOTAL EARLY CHECKS								\$ 273,497.73

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 53
OCTOBER 6, 2020**

RECAP BY FUND

FUND	ELECTRONIC TOTAL	EARLY CHECK TOTAL	WARRANT TOTAL	GRAND TOTALS
011 - GENERAL	\$ 168,470.06	\$ 182,499.83	\$ 0.00	\$ 350,969.89
020 - WATER	187,789.38	12,359.44	0.00	200,148.82
055 - LIGHT & POWER	9,322,384.09	18,163.38	0.00	9,340,547.47
056 - NATURAL GAS	668,181.33	60,475.08	0.00	728,656.41
057 - FIBER OPTIC	4,347.42	0.00	0.00	4,347.42
GRAND TOTAL	\$ 10,351,172.28	\$ 273,497.73	\$ 0.00	\$ 10,624,670.01

TOTAL CHECKS TO BE PRINTED 0

AM

City Council Agenda Item Report

Agenda Item No. COV-337-2020
Submitted by: Cynthia Cano
Submitting Department: Public Works
Meeting Date: October 6, 2020

SUBJECT

Public Works Department Monthly Building Report

Recommendation:

Receive and file the August 2020 Building Report.

Background:

The attached building report consists of total issued permits, major projects, demolition permits, new building permits and certificate of occupancy status reports for the month of August 2020.

Fiscal Impact:

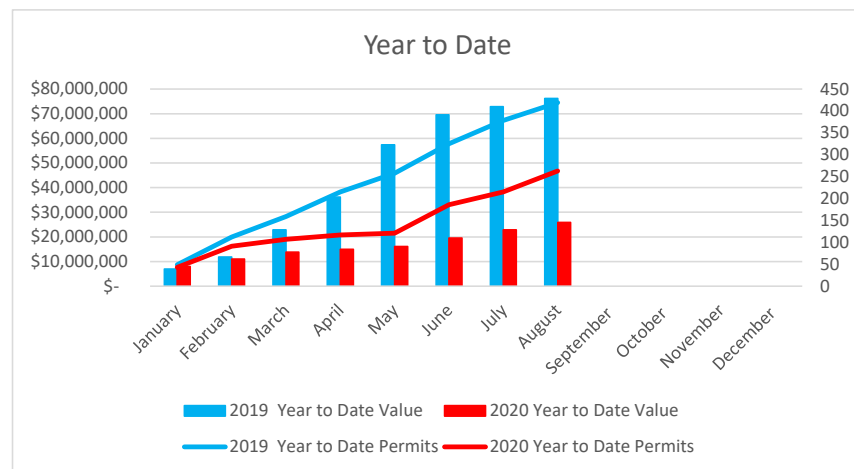
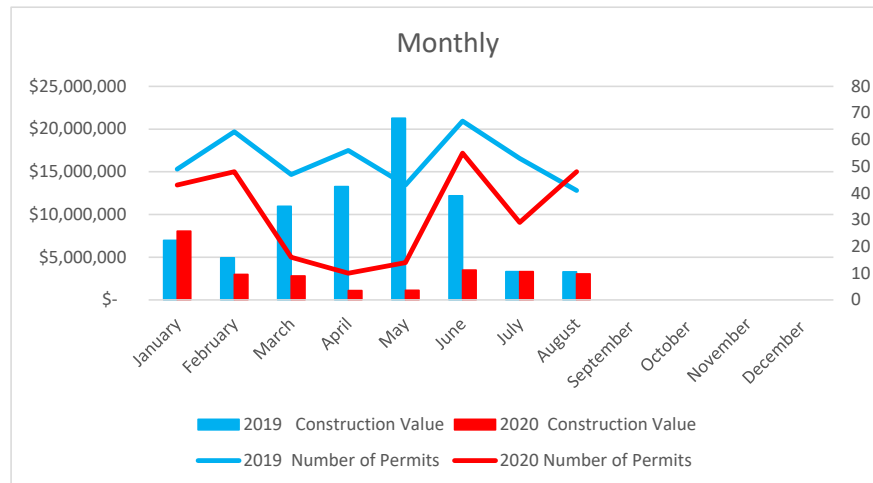
There is no fiscal impact associated with this item.

Attachments:

1. [Public Works Department August 2020 Building Report](#)

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

	2019				2020				Year to Date	
	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Permit Difference	Valuation Difference
January	\$ 6,968,160	49	\$ 6,968,160	49	\$ 8,046,145	43	\$ 8,046,145	43	-12%	15%
February	\$ 4,923,135	63	\$ 11,891,295	112	\$ 2,979,923	48	\$ 11,026,068	91	-19%	-7%
March	\$ 10,949,664	47	\$ 22,840,960	159	\$ 2,808,127	16	\$ 13,834,195	107	-33%	-39%
April	\$ 13,285,075	56	\$ 36,126,035	215	\$ 1,100,252	10	\$ 14,934,447	117	-46%	-59%
May	\$ 21,264,283	43	\$ 57,390,317	258	\$ 1,134,292	14	\$ 16,068,739	121	-53%	-72%
June	\$ 12,186,470	67	\$ 69,576,787	325	\$ 3,485,709	55	\$ 19,554,448	186	-43%	-72%
July	\$ 3,301,660	53	\$ 72,878,447	378	\$ 3,305,183	29	\$ 22,859,631	215	-43%	-69%
August	\$ 3,283,700	41	\$ 76,162,147	419	\$ 3,059,660	48	\$ 25,919,291	263	-37%	-66%
September										
October										
November										
December										





**City of Vernon
Building Department
Monthly Report from 8/1/2020 to 8/31/2020**

Type	Value	# of Permits
Demolition	\$14,500.00	1
Electrical	\$545,280.00	12
Industrial - Remodel	\$257,000.00	6
Mechanical	\$110,000.00	3
Miscellaneous	\$1,364,200.00	15
Plumbing	\$221,000.00	6
Roof	\$547,680.00	5
August 2020 TOTALS PERMITS:	\$3,059,660.00	48
PREVIOUS MONTHS TOTAL	\$22,859,631.00	215
YEAR TO DATE TOTAL	\$25,919,291.00	263
August 2019 TOTALS PERMITS:	\$3,283,700.00	41
PREVIOUS MONTHS TOTAL	\$72,878,447.38	378
PRIOR YEAR TO DATE TOTAL	\$76,162,147.38	419



**City of Vernon
Building Department
New Buildings Report - August 2020**

None



City of Vernon
Building Department
Demolition Report - August 2020

3200 Vernon Avenue
Nicholas Alexander B IV TR
Remove metal warehouse building
4,500 sf.



**City of Vernon
Building Department
Major Projects from 8/1/2020 to 8/31/2020
Valuations > 20,000**

Permit No.	Project Address	Tenant	Description	Job Value
Electrical				
B-2020-4211	4440 26TH ST APN 5243018010		electrical warehouse lights	60000
B-2020-4128	4800 ALAMEDA APN		replace existing bottling and packaging equipment	150000
B-2020-4099	2275 37TH ST APN 6302006021		Remove existing lighting fixture to new install lighting fixture replace	79000
B-2020-4112	5215 BOYLE AVE APN 6310009021		new warehouse lighting & lighting panel	100000
B-2020-4168	4925 DISTRICT BLVD APN		Electrical installation on server ac equipment; 3-roll up doors, oven, washer 150kva	97800
5	Record(s)			\$486,800.00
Industrial - Remodel				
B-2020-4093	4623 MAYWOOD AVE APN 6304027015		Construction of (N) offices, toilet rooms, conference room. Break rooms and open office	60000
B-2020-4155	2730 37TH ST APN 6302020057	Farmer John/Smithfie	Install new equipment, replace doors, repair walls	70000
B-2020-4061	5015 HAMPTON ST APN 6308010038		enlarging office remodel bathroom and handicap bathroom dividing warehouse	30000
B-2020-4162	6074 MALBURG WAY APN 6310027050		Concrete trenches and equipment foundations. Plans filed with B-2020-4076.	35000
B-2020-4076	6074 MALBURG WAY APN 6310027050		Renovation in warehouse	50000
5	Record(s)			\$245,000.00
Mechanical				
B-2020-4095	4623 MAYWOOD AVE APN 6304027015		Mechanical - Install of (N) RTU & Interior exhaust fans & interior ducting	30000
B-2020-4129	4800 ALAMEDA APN		New ventilation equipment and installation. Exhaust fans, Make-up air fans. Various process piping	75000
2	Record(s)			\$105,000.00
Miscellaneous				
B-2018-3238	2300 27TH ST APN 6302007033		Relocate the front gate at 27th street and new approach	25000
B-2020-4144	4800 ALAMEDA APN		structural design to replace existing bottling and packaging equipment with new	50000
B-2020-4154	4328 ALCOA AVE		Installation of pre-fabricated storage	43000

	APN 6303010038		racks on ground level of existing building.	
B-2020-4072	4623 MAYWOOD AVE APN 6304027015		Installation of storage racks	546700
B-2020-4116	5100 BOYLE AVE APN 6303028014		Foundations and canopy	42000
B-2020-4175	2300 52ND ST APN 6308016049		Back fill concrete boxes, trenches and clarifier and pour concrete lid / lay asphalt.	25000
B-2020-4174	3305 26TH ST APN 5169034019		Removal and disposal of asbestos floor tile and mastic 715 sf. join compound/drywall 2,000 sf.	48000
B-2020-4197	2335 27TH ST APN 6302008020		Re-pave parking lot asphalt 4' thick	50000
B-2019-3652	5140 PACIFIC BLVD APN 6309018003	Segal & Rea Architec	Repair fire damaged building - new roof structure including tenant improvements.	500000
9	Record(s)			\$1,329,700.00
Plumbing				
B-2020-4094	4623 MAYWOOD AVE APN 6304027015		Plumbing for new restrooms and breakroom. Construction of (N) offices, Toilet rooms, conference room break rooms and open office installation of (M) toilets, sinks, urinals & tubs	30000
B-2020-4130	4800 ALAMEDA APN		Plumbing for bottling and packaging equipment, water lines, trench drains, sewage ejector, air lines,	150000
2	Record(s)			\$180,000.00
Roof				
B-2018-3204	4309 EXCHANGE AVE APN 6304021043		Roofing permit	47000
B-2020-4190	2100 55TH ST APN 6308017042		REMOVE EXISTING SINGLE PLY ROOF, LEAVE INSULATION, LAY 1/2' ISO INSULATION BOARD - LAY 60 MIL TPO MECHANICALLY FASTEND SYSTEM	189490
B-2020-4029	2100 49TH ST APN 6308015077		Removal of asbestos containig roof	76800
B-2020-4189	2050 55TH ST APN 6308017041		REMOVE EXISTING SINGLE PLY ROOF, LAY 1/2' ISO INSULATION LAY 60 MIL TPO MECHANICALLY FASTEND SYSTEM OVER EXISTING INSULATION - METAL DECK	224390
4	Record(s)			\$537,680.00
27	Permit(s)		Total	\$2,884,180.00



City of Vernon
Building Department
Status of Certificates of Occupancy Requests
Month of August 2020

Request for Inspection	15
Approved	12
Pending	398
Temporary Occupancies	13

City of Vernon
Certificate of Occupancy
Applications Date From 8/1/2020 to 8/31/2020

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
	C-2020-1520	4515 LOMA VISTA APN 6304022040	Mega Furnishing, Inc.	Warehousing & Distribution of furniture	885.00	25000
	C-2020-1521	3828 SANTA FE AVE APN 6302018015	Eli Fashion Repair, Inc.	Sewing services	885.00	10100
	C-2020-1522	4265 CHARTER ST APN 6304021013	Jan Fruits, Inc.	Cold Storage of fruit products	885.00	16250
	C-2020-1523	2522 37TH ST APN 6302020038	Paradigm Industries	Dye and wash house	1,046.00	90000
	C-2020-1524	2335 27TH ST APN 6302008020	Kitsch, LLC	Warehouse and Distribution of hair accessory products	885.00	31954
	C-2020-1525	2080 25TH ST APN 6302009019	SJL APPAREL, INC.	Warehouse, Cutting Service and Sewing	885.00	30000
	C-2020-1526	2618 FRUITLAND AVE APN 6309018004	LAT LLC	Garment manufacturing	885.00	24315
	C-2020-1527	5983 MALBURG WAY APN 6310027046	Heather By Bordeaux Inc.	Warehouse and distr clothing	885.00	9174
	C-2020-1528	2455 VERNON AVE APN 6302018017	Camao Inc. Dba Klover Candles	Candle manufacturing	885.00	16604
	C-2020-1529	2926 54TH ST APN 6310010007	Mega Cutting	Garment cutting	385.00	4500
	C-2020-1530	2150 25TH ST APN 6302008030	Neon Smart Inc.	Office / showroom	385.00	1000
	C-2020-1531	2080 25TH ST APN 6302009019	To Star Corp.	Wholesale women's clothing	385.00	1000
	C-2020-1532	3634 SOTO ST APN 6303004039	Calitas Antojitos DBA Peruvian Delight	Peruvian Deli	385.00	1300
	C-2020-1533	4420 DISTRICT BLVD APN 6304024006	KYLA Creative Inc.	Office use	385.00	100
	C-2020-1534	2262 37TH ST APN 6302013010	Parkland Group, Inc. dba: The Pinch	Wholesale & Distribution of Women's apparel	885.00	6526
Total for Certificate of Occupancy:					10,936.00	267,823.00
15 Permits(s)					Total Fees Paid	10,936.00

City of Vernon
Certificate of Occupancy
Issued Date From 8/1/2020 to 8/31/2020

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
8/6/2020	C-2020-1421	2602 37TH ST APN 6302020038	Montage Fulfillment LLC	Warehouse apparel	1,046.00	171000
8/6/2020	C-2020-1420	2608 37TH ST APN 6302020038	Montage Fulfillment, LLC	Warehouse apparel	1,046.00	100000
8/6/2020	C-2019-1407	4623 MAYWOOD AVE APN 6304027015	Winix America, Inc.	Dead storage only	0.00	117360
8/17/2020	C-2020-1485	4185 CHARTER ST APN 6304021022	All Round Express, Inc.	Warehousing and distribution of clothing	385.00	4800
8/17/2020	C-2020-1510	2882 54TH ST APN 6310010007	Jinpum, Inc.	Garment cutting and sewing	385.00	5000
8/17/2020	C-2018-0925	2045 VERNON AVE APN 6302017024	Lineage Logistics, LLC	Cold storage of food products	1,207.00	154628
8/17/2020	C-2018-0926	3141 44TH ST APN 6303011049	Lineage Logistics, LLC	Cold storage of food products	1,207.00	284000
8/17/2020	C-2018-0927	4353 EXCHANGE AVE APN 6304021055	Lineage Logistics, LLC	Food storage	1,046.00	84000
8/26/2020	C-2020-1427	3801 SANTA FE AVE APN 6302015007	3 Angels Screen Print Works Inc.	Screen and digital printer	385.00	6500
8/26/2020	C-2020-1476	3718 26TH ST APN 5192030004	MKS Group, Inc.	Office use	385.00	250
8/27/2020	C-2017-0767	6140 MALBURG WAY APN 6310027052	CPM One Source, Inc.	Warehousing and distribution of furniture	885.00	26000
8/27/2020	C-2020-1501	3151 FRUITLAND AVE APN 6303028005	Wholesale Merchandisers LLC DbA Concord Import	Office use	385.00	100
Total for Certificate of Occupancy:					8,362.00	953,638.00
12 Permits(s)					Total Fees Paid	8,362.00

City Council Agenda Item Report

Agenda Item No. COV-326-2020

Submitted by: Veronica Petrosyan

Submitting Department: Health and Environmental Control Department

Meeting Date: October 6, 2020

SUBJECT

CalRecycle Grant Funding for Fiscal Year 2020-2021

Recommendation:

Receive and file update on award of grant.

Background:

The Department of Resources Recycling and Recovery (CalRecycle) administers a noncompetitive grant program to assist Local Enforcement Agencies (LEAs) with their solid waste facilities permit and inspection program. Pursuant to Public Resources Code, Section 43230, these grant awards are to be used solely for support of the solid waste facilities permit and inspection programs.

Resolution No. 2017-15 authorizes the Director of the Department of Health and Environmental Control or his or her designee to execute any and all documents, including but not limited to applications, agreements, amendments and requests for payment, necessary for the purpose of securing CalRecycle grant funds for and on behalf of the City of Vernon (Attachment 1).

The Department of Health and Environmental Control, which serves as the LEA for the City of Vernon, applied for the fiscal year 2020-2021 CalRecycle LEA grant (Attachment 2) and has been awarded funding in the amount of \$15,471.

Fiscal Impact:

Receipt of grant funding revenue in the amount of \$15,471 for the City of Vernon Local Enforcement Agency (LEA).

Attachments:

1. [Resolution No. 2017-15](#)
2. [CalRecycle Local Enforcement Agency \(LEA\) Grants - Approved by Dir of Health 09-16-2020](#)

RESOLUTION NO. 2017-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPROVING AND AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF VERNON IS ELIGIBLE

WHEREAS, pursuant to Public Resources Code § 48000 et seq., the Department of Resources Recycling and Recovery ("CalRecycle"), is authorized to administer various grant programs ("Grants") in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of the Grants; and

WHEREAS, CalRecycle's grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants; and

WHEREAS, by memorandum dated April 18, 2017, the Director of Health & Environmental Control has requested the authority to receive and spend grant funds from CalRecycle; and

WHEREAS, the City Council of the City of Vernon desires to approve and authorize the submittal of application(s) for all CalRecycle Grants.

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

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

SECTION 2: The City Council of the City of Vernon finds that this action is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines sections 15308 (actions taken to protect the environment), 15323 (normal operations of public facilities) and 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment.

SECTION 3: The City Council of the City of Vernon hereby approves and authorizes the submittal of application(s) for all CalRecycle Grants for which the City of Vernon is eligible.

SECTION 4: The City Council of the City of Vernon hereby authorizes the Director of Health & Environmental Control and the Chief Deputy Director of Health and Environmental Control, or his or her designee, to execute any and all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary for the purposes of securing funds for, and on behalf of, the City of Vernon and to take whatever actions are deemed necessary or desirable for the purpose of implementing and carrying out the purposes of this Resolution and the actions herein approved or authorized.

SECTION 5: This authorization is effective for five (5) years from the date of its adoption.

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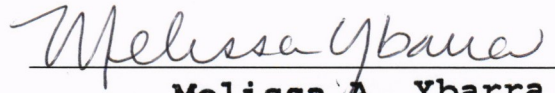
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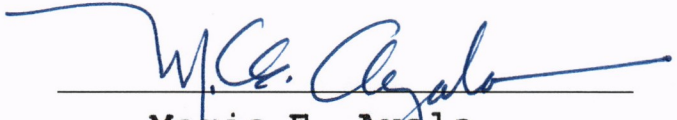
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SECTION 6: The City Clerk, or Deputy City Clerk, of the City of Vernon shall certify to the passage, approval and adoption of this resolution, and the City Clerk, or Deputy City Clerk, of the City of Vernon shall cause this resolution and the City Clerk's, or Deputy City Clerk's, certification to be entered in the File of Resolutions of the Council of this City.

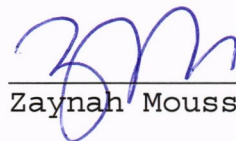
APPROVED AND ADOPTED this 18th day of April, 2017.


Name: **Melissa A. Ybarra**
Title: Mayor / ~~Mayor Pro-Tem~~

ATTEST:


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

APPROVED AS TO FORM:


Zaynah Moussa, Senior Deputy City Attorney

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

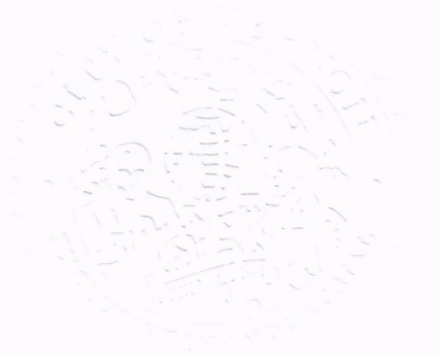
I, **Maria E. Ayala**, City Clerk / ~~Deputy City Clerk~~ of the City of Vernon, do hereby certify that the foregoing Resolution, being Resolution No. 2017-15, was duly passed, approved and adopted by the City Council of the City of Vernon at a regular meeting of the City Council duly held on Tuesday, April 18, 2017, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this 26 day of April, 2017, at Vernon, California.



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

(SEAL)



STAFF REPORT

RECEIVED

APR 12 2017

CITY CLERK'S OFFICE



RECEIVED

MAR 28 2017

CITY ADMINISTRATION

STAFF REPORT

CA 4-11-17

HEALTH & ENVIRONMENTAL CONTROL DEPARTMENT

DATE: April 18, 2017

TO: Honorable Mayor and City Council

FROM: Keith Allen, Director of Health & Environmental Control KA

RE: A Resolution approving and authorizing the submittal of application(s) for all CalRecycle grants for which the City of Vernon is eligible.

Recommendation:

- A. Find that approval of the request for authority to receive and spend grant funds in this staff report is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines sections 15308 (actions taken to protect the environment), 15323 (normal operations of public facilities) and 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment.
- B. Adopt a resolution requesting approval and authority to receive and spend grant funds from CalRecycle.

Background:

For the past several years, the Department of Health and Environmental Control has successfully applied for and received funds for three different grants administered by the Department of Resources Recycling and Recovery (CalRecycle): the Used Oil Payment Program Grant, the Local Enforcement Agency Program Grant and the Beverage Container Recycling City/County Payment Program Grant. In its administration of these grants, CalRecycle requires an agency's governing body to declare by resolution certain authorizations related to the agency's application for program funds. In addition, although our department will apply for each grant separately, only one resolution is needed to cover all grants.

The *Used Oil Payment Program Grant* is awarded to agencies to help implement CalRecycle's used oil programs. Historically, the City has received approximately \$5,000 on a yearly basis for this grant. Grant funds have been used to improve the public's awareness of used oil recycling opportunities and the damage to the environment caused from releases of used oil. Funded activities have included:

- The purchase of educational materials (pamphlets, etc.).

- The distribution of free used oil-recycling containers to Vernon business employees and the public.
- Stormwater mitigation activities.
- The services of a consultant to conduct educational outreach efforts.

Fiscal Year 2017/2018 Used Oil Payment Program Grant fund levels for Vernon are expected to be the same as previous years (approximately \$5,000).

The ***Local Enforcement Agency Program Grant (EA-28)*** is intended to provide enforcement assistance grants to each Solid Waste Local Enforcement Agency (LEA) in order to improve the capability of local agencies to inspect closed and active solid waste facilities. As the City of Vernon's LEA, our department intends to use grant funds to procure equipment and supplies, obtain the necessary training to help meet our state-mandated responsibilities as Vernon's LEA and use remaining funds to partially off-set salary costs. All of these are permitted expenditures under grant funding guidelines.

With one permitted solid waste facility and ten closed sites within our jurisdiction, our department as the LEA is eligible for approximately \$15,551 in Enforcement Agency Grant funds from CalRecycle for Fiscal Year 2017/2018.

The ***Beverage Container Recycling City/County Payment Program Grant*** helps fund beverage container recycling and litter reduction activities. Grant funds will be utilized to promote and distribute recycling and litter reduction information throughout the City of Vernon as well as to purchase products to promote recycling.

Fiscal Year 2017/2018 Beverage Container Recycling City/County Payment Program Grant fund levels for Vernon are expected to be the same as previous years (approximately \$5,000).

Fiscal Impact:

If approved, the City expects to receive approximately \$25,551 in grant funds in total for all three grants. There is a minor fiscal impact that is expected for administrative oversight of the grant activities. However, considering the overall benefits the City will receive by use of the grant funds, it is worthwhile for our department to pursue these grants.

Attachments:

1. Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPROVING AND AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF VERNON IS ELIGIBLE

WHEREAS, pursuant to Public Resources Code § 48000 et seq., the Department of Resources Recycling and Recovery ("CalRecycle"), is authorized to administer various grant programs ("Grants") in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of the Grants; and

WHEREAS, CalRecycle's grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants; and

WHEREAS, by memorandum dated April 18, 2017, the Director of Health & Environmental Control has requested the authority to receive and spend grant funds from CalRecycle; and

WHEREAS, the City Council of the City of Vernon desires to approve and authorize the submittal of application(s) for all CalRecycle Grants.

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

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

SECTION 2: The City Council of the City of Vernon finds that this action is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines sections 15308 (actions taken to protect the environment), 15323 (normal operations of public facilities) and 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment.

SECTION 3: The City Council of the City of Vernon hereby approves and authorizes the submittal of application(s) for all CalRecycle Grants for which the City of Vernon is eligible.

SECTION 4: The City Council of the City of Vernon hereby authorizes the Director of Health & Environmental Control and the Chief Deputy Director of Health and Environmental Control, or his or her designee, to execute any and all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary for the purposes of securing funds for, and on behalf of, the City of Vernon and to take whatever actions are deemed necessary or desirable for the purpose of implementing and carrying out the purposes of this Resolution and the actions herein approved or authorized.

SECTION 5: This authorization is effective for five (5) years from the date of its adoption.

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SECTION 6: The City Clerk, or Deputy City Clerk, of the City of Vernon shall certify to the passage, approval and adoption of this resolution, and the City Clerk, or Deputy City Clerk, of the City of Vernon shall cause this resolution and the City Clerk's, or Deputy City Clerk's, certification to be entered in the File of Resolutions of the Council of this City.

APPROVED AND ADOPTED this 18th day of April, 2017.

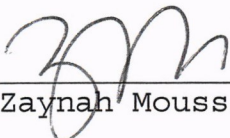
Name: _____

Title: Mayor / Mayor Pro-Tem

ATTEST:

City Clerk / Deputy City Clerk

APPROVED AS TO FORM:



Zaynah Moussa, Senior Deputy City Attorney

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, _____, City Clerk / Deputy City Clerk of the City of Vernon, do hereby certify that the foregoing Resolution, being Resolution No. _____, was duly passed, approved and adopted by the City Council of the City of Vernon at a regular meeting of the City Council duly held on Tuesday, April 18, 2017, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this ____ day of April, 2017, at Vernon, California.

City Clerk / Deputy City Clerk

(SEAL)

Grant Agreement Cover Sheet

Grant Number
EA31-20-0015
Name of Grant Program
2020-21 Local Enforcement Agency Grants
Grantee Name
City of Vernon
Taxpayer's Federal Employer Identification Number
95-6000808
Total Grant not to Exceed
\$15,471.00
Start of Grant Term
July 1, 2020
End of Grant Term
October 28, 2021

The Department of Resources Recycling and Recovery (CalRecycle) and City of Vernon (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

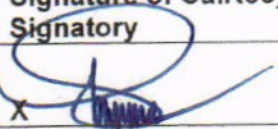
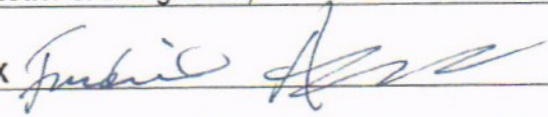
Exhibit A – Terms and Conditions

Exhibit B – Procedures and Requirements

Exhibit C – Application with revisions, if any, and any amendments

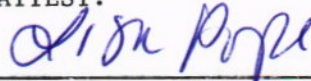
This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle.

In witness whereof, the parties hereto have executed this Agreement as of the dates entered below.

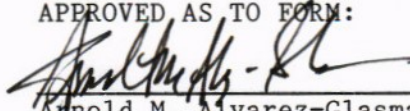
Department/Grantor Name	Grantee Name
CalRecycle	City of Vernon
Signature of CalRecycle's Authorized Signatory	Signature of Grantee's Authorized Signatory (as authorized in Resolution, Letter of Commitment, or Letter of Designation)
X 	X 
Printed Name of CalRecycle's Authorized Signatory	Printed Name of Grantee's Authorized Signatory
Sarah Keck	Freddie Agyin
Title	Title
Deputy Director, CalRecycle	Director of Health and Environmental Control
Date	Date
9/8/2020	8/20/2020

Grantee Payment Address

Department of Health and Environmental Control
4305 South Santa Fe Avenue
Vernon, CA 90058

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
Interim City Attorney

Certification of Funding

Amount Encumbered by this Agreement	Prior Amount Encumbered for this Agreement	Total Amount Encumbered to Date
\$15,471.00		\$15,471.00
Grant Year/Program	Chapter	Statute Year
2020-21 Local Enforcement Agency Grants	6	2020
Org Code	Reference	Fund Code
3970	101	0387
Enactment Year	Fiscal Year	Fund Title
2020	2020-21	IWMA

Fi\$Cal Expenditure Information

Reporting Structure	Program (PGM-SUB-TSK)	Account/Alt Account
39707820	3700000223	5432000

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

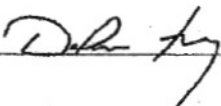
Signature of CalRecycle Budget Office	Date
X 	08.10.2020

Exhibit A

Terms and Conditions

Local Enforcement Agency Grant Program

Fiscal Year 2020–21

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the grantee for this grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Local Enforcement Agency Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

Air or Water Pollution Violation

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

Americans with Disabilities Act

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Assignment, Successors, and Assigns

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

Audit/Records Access

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions (Exhibit A) and Procedures and Requirements (Exhibit B) with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

Authorized Representative

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

Availability of Funds

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Bankruptcy/Declaration of Fiscal Emergency Notification

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

Charter Cities

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Child Support Compliance Act

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Communications

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

Compliance

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

Conflict of Interest

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person

rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

Contractors/Subcontractors

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

Copyrights

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive,

transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

Corporation Qualified to do Business in California

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

Discharge of Grant Obligations

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

Disclaimer of Warranty

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

Discretionary Termination

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

Disputes

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies

that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

Drug-Free Workplace Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available counseling, rehabilitation, and employee assistance programs.
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
 - (1) Receive a copy of the drug-free policy statement of the grantee.
 - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future State agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Effectiveness of Agreement

This Agreement is of no force or effect until signed by both parties.

Entire Agreement

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

Environmental Justice

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

Failure to Perform as Required by this Agreement

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

Force Majeure

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

Forfeit of Grant Funds/Repayment of Funds Improperly Expended

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

Generally Accepted Accounting Principles

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

Grant Manager

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions

(Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

Grantee Accountability

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

Grantee's Indemnification and Defense of the State

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

Grantee's Name Change

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

In Case of Emergency

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

No Agency Relationship Created/Independent Capacity

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

No Waiver of Rights

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

Non-Discrimination Clause

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

Order of Precedence

The performance of this grant shall be conducted in accordance with the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

Ownership of Drawings, Plans and Specifications

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video

productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

Payment

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements (Exhibit B).
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent) retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

Personnel Costs

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

Real and Personal Property Acquired with Grant Funds

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle

approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.

- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

Recycled-Content Paper

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

Reduction of Waste

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

Reduction of Waste Tires

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

Reimbursement Limitations

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](https://www.calrecycle.ca.gov/laws/regulations/title14) (<https://www.calrecycle.ca.gov/laws/regulations/title14>), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

Remedies

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

Severability

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Site Access

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

Stop Work Notice

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

Termination for Cause

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

Time is of the Essence

Time is of the essence to this Agreement.

Tolling of Statute of Limitations

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to

CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

Union Organizing

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (B) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

Venue/Choice of Law

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

Waiver of Claims and Recourse against the State

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

Work Products

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

Workers' Compensation/Labor Code

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

Exhibit B

Procedures and Requirements

Local Enforcement Agency Grant Program

31st Cycle – Fiscal Year 2020–21

Copies of these Procedures and Requirements should be shared with both the Finance Department and the staff responsible for implementing the grant activities.

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Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the Local Enforcement Agency Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, records, and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

Milestones

Date	Activity
July 1, 2020	Grant Term and Grant Performance Period Begins
June 30, 2021	Grant Performance Period Ends
July 1, 2021- October 28, 2021	Report Preparation Period
October 28, 2021	Final Report and final Payment Request Due
October 28, 2021	Grant Term End

Grants Management System (GMS)

GMS is CalRecycle's web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle's WebPass page](https://secure.calrecycle.ca.gov/WebPass/) (<https://secure.calrecycle.ca.gov/WebPass/>).

Accessing the Grant

Grantees must [log into GMS](https://secure.calrecycle.ca.gov/Grants) (<https://secure.calrecycle.ca.gov/Grants>) using their web pass. After login, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab.** Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab.** Requests reimbursement.
- **Reports tab.** Uploads required reports.
- **Interest.** Reports earned interest on an advance payment.
- **Documents tab.** Uploads other grant documents that are not considered supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. Use the information in the following sections to determine what reports, transactions, and supporting documents are required.

Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the access check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Stop Work

CalRecycle may issue a Stop Work Order when an LEA fails to comply with all statutory requirements for Enforcement Program Plan certification or fails to comply with the terms of the Grant Agreement ([PCR 43200 and Title 14, California Code of Regulations, Chapter 5, Article 2.3, LEA Grants](#)). When a Stop Work Order is issued, all unspent grant funds Advanced, and interest earned, must be returned to CalRecycle. Grantees that did not request an Advance may request reimbursement for expenses incurred only up to the date of the Stop Work Order.

Reliable Contractor Declaration

Prior to authorizing a contractor(s) (or subcontractor) to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in [Section 17050 of Title 14](#) (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s) or subcontractor(s).

If a (sub) contractor is placed on the [CalRecycle Unreliable List](#) (<https://www.calrecycle.ca.gov/Funding/Unreliability/>) after award of this grant, the grantee may be required to terminate that contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from [CalRecycle's form web page](#) (<https://www.calrecycle.ca.gov/Funding/Forms/>).

A scanned copy of the signed Reliable Contractor Declaration form must be uploaded in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the section above titled Grants Management System.

Grant Term, Grant Performance Period, and Report Preparation Period

The Grant Term begins July 1, 2020 and ends on October 28, 2021. Eligible program costs must be incurred after July 1, 2020 and before the Grant Performance end date. The Grant Performance Period begins on July 1, 2020 and ends on June 30, 2021.

The Report Preparation Period is from July 1, 2021 to October 28, 2021. **Costs incurred to prepare the Final Report and final Payment Request are the only costs that are eligible for reimbursement during the Report Preparation Period.**

The Final Report and final Payment Request are due on October 28, 2021.

Eligible Costs

All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget. To be eligible for reimbursement, costs must be incurred after July 1, 2020 and before June 30, 2021. All services must be provided and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

Eligible costs are limited to the following:

- Analysis/Evaluation/Testing/Demo (expenses related to analysis and testing, equipment calibration, certification, demonstrations, site studies, and consultants).
- Compliance/Inspection/Visit/Enforcement (expenses related to legal counsel, inspection, enforcement, compliance, and consultants).
- Education (expenses related to providing education and outreach materials to local jurisdictions, businesses, and the public).
- Equipment (expenses related to the purchasing of tools, instruments, equipment, personal protection gear, tablets, and laptops as well as the maintenance of equipment essential for the inspection of solid waste facilities).
- Personnel (staff expenses related to conducting inspections such as salaries, benefits, physicals, and vaccinations).
- Training (expenses related to the training of LEA staff such as training materials, publications, periodicals, memberships, CalRecycle trainings, solid waste management conferences, and related costs).
- Transportation (expenses related to inspections such as maintenance of LEA vehicles, fuel expenses, and mileage).
- Expenses related to preparation of the Final Report and the Final Payment Request during the Report Preparation Period identified in the Milestones table above.

Personnel expenditures must be computed on the actual time spent on grant-related activities. For calculating total personnel expenses for each employee, the expenditures should be broken out by the classification(s) of the employee(s), the hourly wage, fringe benefits rate, and number of hours worked on grant-related

activities. These records must be available upon request for audit purposes.

Travel and per diem reimbursement is limited to a maximum of the state rate as described in the [Travel Reimbursements section](http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) (<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>) of the California Department of Human Resources website. Please consult with the Grant Manager for guidance.

Ineligible Costs

Any costs not specifically included in the approved Budget and not directly related to EA31 and the approved grant project are ineligible for reimbursement. Contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to July 1, 2020 or after June 30, 2021, (except for costs incurred during the Report Preparation Period, July 1, 2021–October 28, 2021, to prepare the Final Report and reimbursement Payment Request).
- Any costs that are not consistent with local, state, and federal statutes, ordinances, or regulations.
- Any food or beverages (supplied as part of meetings, workshops, training, or events).
- Any personnel costs incurred as a result of time an employee assigned to the solid waste program does not actually work on the solid waste program (e.g. use of accrued vacation, sick leave, etc.).
- Any pre-paid expenditures for future goods or services delivered after the end of the Grant Performance Period. (Exemption: The Grant Manager may consider approving products purchased in full before the end of the Grant Performance Period but delivered after the Grant Performance Period if the delay is caused solely by the supplier and through no fault of the grantee. The grantee must request an exemption in writing and receive written approval from the Grant Manager.)
- Cleanup of illegal dumping.
- Costs currently covered or incurred under another CalRecycle loan, grant, grant cycle, or contract.
- Landfill operations.
- Out-of-state travel.
- Overhead and indirect costs.
- Overtime costs (except for local government staffing during specially scheduled evening or weekend events that have been pre-approved in writing by the Grant Manager when law or labor contracts require overtime compensation).
- Purchasing or leasing of vehicles.
- Any costs incurred after a Stop Work Order is issued by CalRecycle to the LEA for non-compliance with Enforcement Program Plan certification requirements or the Grant Agreement.

The grant manager may disallow any costs deemed unreasonable or unrelated to the purpose of the grant.

Budget Modifications

The approved budget in GMS represents the proposed expenditure plan of the grantee at the time the grant is awarded. A budget change is the adjustment of grant funds between the main budget categories as listed in the GMS application.

Any proposed revision(s) to the Budget must be submitted in writing and authorized in writing by the Grant Manager. The approval document is to be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

Prior to Advance Reconciliation or Requesting Reimbursement

The grantee must notify the Grant Manager of all budget changes, regardless of dollar amount, no later than October 28, 2021. Budget changes must be provided using the Budget Modification Template and emailed to the Grant Manager. The Budget Modification Template is located in the Summary tab under Resources Documents in the Grant Management section of GMS.

Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan.

Reporting Requirements

A Final Report is required by this Agreement; however, the Grant Manager may request a Progress Report at any time during the Grant Term.

The Final Report must be uploaded in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grants Management System. [An instructional video about uploading a report is also available online at YouTube.](https://www.youtube.com/watch?v=AqqX0DALHZc&feature=youtu.be) (<https://www.youtube.com/watch?v=AqqX0DALHZc&feature=youtu.be>)

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
 - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and may result in the termination of this Agreement or rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Manager.

Final Report

The Final Report is due no later than **October 28, 2021**, but may be submitted as soon as grant funds are expended. This report should cover grant activities from **July 1, 2020** through **June 30, 2021**. The Final Report Template is located in GMS on the Summary tab under Resources Documents in the Grant Management module. The following items must be included:

1. The Grant Number, Grantee Name, and Grant Term.
2. Budget categories of the approved budget in GMS.
3. Listing of actual costs under each Budget Category. Adequate detail shall be included so that the Grant Manager can ensure expenditure is compliant with the eligible cost requirements. (Personnel: provide staff classification, salary, number of hours, and hourly rate.) See template for required information.
4. The Final Report must be signed by the Signature Authority indicated in GMS. If the signature authority has changed, contact the Grant Manager.

Grant Payment Information

1. Grantees may request an advance of 100% of the grant award. When the request is approved, the grantee will be advanced 90% and 10% will be withheld. The advance payment must be fully reconciled by the end of the Grant Term and costs incurred may be reconciled only for those materials and services specified in the approved grant application.

Please Note: This Is a New Requirement in EA31

To be considered for the 90 percent advance payment, the grantee must return the signed original Grant Agreement to CalRecycle and email a scanned copy of the signed Grant Payment Request form (CalRecycle 87) to the LEA Grant Manager within 60 days of the date of the Award notification email. After the 60-day period, all requests for payment must be submitted as reimbursement payments.

2. Grantees may opt not to request an Advance. Payments to these grantees for eligible grant expenses are made on a reimbursement basis only, and only for those materials and services specified in the approved grant application.
3. The grantee must submit a completed Grant Payment Request (Advance or Reimbursement) and provide any supporting documentation requested by the Grant Manager. Supporting documentation may include, but is not limited to, personnel expenditure detail, equipment invoices and/or proof of payment.
4. The grantee must submit the Final Report, and the Grant Manager must approve the report prior to, or concurrent with, submission of the Grant Payment Request.
5. The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section.

6. Grant payments will only be made to the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
7. Ten percent of each approved Grant Payment Request will be withheld and retained until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and/or Final Report, have been satisfied.
8. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date a Grant Payment Request is received by the Grant Manager. If there are questions about charges, documentation, or form completion, the 45-day clock is stopped pending resolution of any dispute.

Payment Request and Documentation

Failure to submit the final Payment Request with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

Payment requests must be submitted in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grants Management System. You may also watch an [instructional video](https://www.youtube.com/watch?v=0t8yoOfGknM&feature=youtu.be) (<https://www.youtube.com/watch?v=0t8yoOfGknM&feature=youtu.be>) on YouTube.

If the grantee requested an **Advance Payment**:

- The advance payment will be processed by the Grant Manager in the GMS – Grant Management module after these steps are complete:
 - The Grant Agreement is fully executed
 - The Payment Request form is approved
 - The previous cycle's advance has been fully reconciled
 - Any money owed is paid to CalRecycle
 - Compliance with LEA annual certification requirements have been verified by Waste Enforcement and Evaluation Branch
- The advance payment transaction will be visible to the grantee in GMS after the transaction is completed by the Grant Manager.
- Upon receipt of advanced grant funds, the grantee shall deposit and maintain until expended, all grant funds in an interest-bearing account within a federally insured financial institution. Grantee shall account for the grant funds separately, including the earned interest. Any earned interest must be tracked for reporting purposes as discussed in the Interest section below.
- The grantee must reconcile the approved advance amount in the GMS Grant Management module by submitting a payment request including the final expenditure information.
 1. Go to the **Payment Request** tab.
 2. Click on the **Create a Payment Request** button.
 3. Choose **Advance Reconcile** for the Transaction Type and enter the amount spent in each budget subcategory. The approved advance amount must be reconciled including the 10 percent withhold (total grant award).
 4. When the transaction is complete, click the **Save** button.
 5. Account for interest following the instructions in the Interest section below.

6. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request.

Note: The Final Report must be uploaded in GMS to the Reports tab and the report must be approved by the Grant Manager in order for the Advance Reconcile to be approved.

The grantee does not need to submit a Grant Payment Request form for the 10% retention payment. Once 100 percent of the advance has been reconciled, and if the Final Report is approved and the LEA is in compliance with annual certification requirements, the Grant Manager will release the 10 percent withhold for payment.

Grant funds must be spent in the following order:

1. Advance payment
2. Reimbursement payment (10 percent withhold)
3. Interest earned on advance payment, if approved by the Grant Manager

Any unspent grant funds or unspent earned interest must be returned to CalRecycle by the end of the Grant Term. Contact the Grant Manager to initiate this process.

Reimbursement Payment

If the grantee did not request an advance payment, a grant payment request for reimbursement must be submitted by the end of the Grant Term.

To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
 - Choose **Reimburse** for the Transaction Type and enter the amount spent in each budget subcategory.
 - When the transaction is complete, click the **Save** button.
 - After the transaction is saved, the **Upload Supporting Documentation** button will appear in the lower right corner.
3. Click the **Upload Supporting Documentation** button.
 - Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
 - Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.

Note: Once a transaction is saved select the transaction number from the Payment Request tab to access it again. Please do not create multiple transactions for the same requested funds.

Note: LEA certification requirement compliance pursuant to Public Resources Code Section 43209(e) and Title 14, California Code of Regulations (14 CCR) Section 18077.

Supporting Documentation

- A. A scanned copy of the **Grant Payment Request form** (CalRecycle 87) with the signature of the signatory or his/her designee, as authorized by grantee's Resolution or Letter of Commitment, must be uploaded to GMS.

Note: A designee may sign on behalf of the grantee if a) authorized by the Resolution or Letter of Commitment, and b) a Letter of Designation has been provided to the Grant Manager.

Interest

Grantees that request an advance payment must account for all interest accrued and received. All interest accrued and received from the grant funds shall be used only for eligible expenses related to the performance of this Agreement.

- Interest earned may not be spent until the full grant award has been expended.
- The earned interest **must** be reported in the **Interest** tab in GMS.
- To report interest earned:
 - 1) Go to the **Interest** tab and click on the **Create an Interest Record** button.
 - 2) Complete required fields by selecting "**Earned**" as the Interest Type, select the Budget Subcategory where the interest will be spent; enter the date, and the amount of interest earned in the Report Amount field.
 - 3) Click the **Save** button.

Once interest is spent, create another Interest Record by following the same steps as above except choose **Reconcile** as the Interest Type.

All unused interest or unspent grant funds must be returned to CalRecycle by the end of the Grant Term. Contact the Grant Manager to initiate this process.

If no interest was accrued during the fiscal cycle, create an interest record to document that no interest was earned because grant funds were expended within 90 days. The grantee is highly encouraged to immediately reconcile their advance payment if it was fully expended within the 90 days. To report that no interest was accrued:

- 1) Go to the **Interest** tab and click on the **Create an Interest Record** button.
- 2) Complete required field by selecting "**None Accrued**" as the Interest Type, enter the date, and enter the written explanation in the **Note** section.
- 3) Click the **Save** button

All forms listed above can be downloaded from the [CalRecycle Grant Forms website](https://www.calrecycle.ca.gov/Funding/Forms) (<https://www.calrecycle.ca.gov/Funding/Forms>).

Audit Considerations

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. A longer period of records retention may be stipulated in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments if any relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.



Application Certification

Application Information

Applicant: City of Vernon

Cycle Name: Local Enforcement Agency Grants

Cycle Code: EA31

Grant ID: 23323

Grant Funds Requested: \$15,471.00

Matching Funds: \$0.00 (if applicable)

Application Due Date: 05/12/2020

Secondary Due Date: 06/16/2020

Contacts

Name	Title	Prime	Second	Auth	Cnslt
Veronica Petrosyan	Environmental Health Program Administrat	X			
Freddie Agyin	Director		X	X	

Budget

Category Name	Amount
Analysis/Evaluation/Testing/Demo	\$0.00
Compliance/Inspection/Visit/Enforcement	\$0.00
Education	\$0.00
Equipment	\$0.00
Personnel	\$15,471.00
Training	\$0.00
Transportation	\$0.00

Documents

	Document Title	Received Date
Required		
Application Certification		
Required By Secondary Due Date		
Resolution - Lead Participant	Resolution No. 2017-15	4/13/2020
Other Supporting Document(s)		
Draft Resolution		
Letter of Authorization/Resolution	Resolution	4/14/2020
Letter of Designation	Letter of Designation	4/13/2020

Resolution

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

- X Applicant acknowledges that a Resolution is uploaded in the application. The Resolution must be approved by its governing body, which authorizes submittal of the application and designates a signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).

Application Certification

Conditions and Certification

Condition of Application Submittal: Acceptance of Grant Agreement Provisions

In the event the Applicant is awarded a grant, the submittal of this Application constitutes acceptance of all provisions contained in the Grant Agreement, which consists of the following:

- Executed Grant Agreement Cover Sheet and any approved amendments
- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

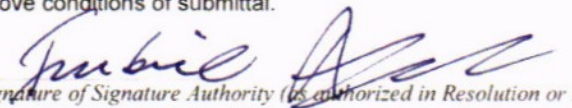
Environmental Justice:

In the event Applicant is awarded a grant, submittal of this Application constitutes acceptance of the following: that in the performance of the Grant Agreement, Applicant/Grantee shall conduct their programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (see Govt. Code §65040.12(e) and Pub. Resources Code §71110(a))

Certification:

I declare under penalty of perjury under the laws of the State of California, that funds have been allocated for the project(s)/activities identified in the grant application and that sufficient funds are available to complete the project(s)/activities identified in the grant application, that I have read the Application Guidelines and Instructions and that all information submitted for CalRecycle's consideration for award of grant funds is true and correct to the best of my knowledge, and that on behalf of the Applicant I accept the above conditions of submittal.

X


Signature of Signature Authority (as authorized in Resolution or Letter of Commitment) or Authorized Designee (as authorized in Letter of Designation, submitted with this Application)

Date

04/16/2020

Freddie Agyin

Director, Health and Environmental Control Department

Print Name

Print Title

IMPORTANT! Applicant must print out this document, have the Signature Authority sign it, upload signed document to the application system, and retain the original hard copy document in your cycle file.

City Council Agenda Item Report

Agenda Item No. COV-346-2020

Submitted by: Robert Sousa

Submitting Department: Police Department

Meeting Date: October 6, 2020

SUBJECT

Replacement of Police Patrol Vehicle

Recommendation:

Approve and authorize the issuance of a purchase order to Folsom Lake Ford for a 2021 Police Interceptor patrol vehicle through the State of California Vehicle Purchase Contract (1-18-23-14B) for a total cost not to exceed \$53,000.

Background:

The Police Department (PD) conducts an annual assessment of the patrol vehicle fleet to identify the vehicle(s) in need for replacement. The evaluation measures the useful life of vehicles and equipment in terms of age, mileage, and usage. The vehicles are also reviewed and analyzed for safety history and operating performance to determine if it is appropriate to replace a vehicle or piece of equipment at a later date. After careful evaluation, one patrol vehicle has been identified for replacement.

The PD has identified Folsom Lake Ford as a vendor that can deliver one (1) Ford Police Interceptor vehicle. This vendor has been awarded the State of California Vehicle Purchase Contract (#1-18-23-14B), thereby negating the necessity to go through a formal bidding process as is usually required. This piggy-back purchase method is consistent with the City of Vernon Municipal Code Section 2.17.12, and it is in the opinion of the Finance Director that it is to the advantage of the City to utilize this method to purchase the referenced Ford Interceptor vehicle.

City Council approval for this purchase is required pursuant to Vernon Municipal Code Section 2.17.02 (B) as in the last 12 months, with this purchase (if approved), the City will have awarded the vendor more than \$100,000 in contracts.

The replaced vehicle will be taken out of the fleet inventory and either transferred to another City Department or sold at auction.

Fiscal Impact:

General funds will be used for this purchase at an estimated cost of approximately \$53,000 (\$47,751 as referenced in the attached quote, plus tax). If approved, the cost would be charged to Capital Account Number E011.1031.840000. Funds were approved in the 2020-2021 fiscal year budget for this purchase.

Attachments:

- [1. Folsom Lake Ford Quote](#)

FOLSOM LAKE

FORD



THE FORD SOURCE

12755 FOLSOM BOULEVARD
FOLSOM, CA 95630 • (916) 353-2000

2021 ORDER-16-18 WEEKS

STATE CONTRACT 1-18-23-14B

DANIEL A. RAIMONDI

Fleet Director

(916) 353-2000, Ext.376
Toll Free 1-800-655-0555
Cell (916) 825-1622
Fax (916) 353-2078
danr@folsomlakeford.com

7/30/2020

K8A 4DR AWD POLICE
.119.09" WB
UM AGATE BLACK
9 CLTH BKTS/VNL R
6 EBONY
500A EQUIP GRP
.AM/FM STEREO
99C 3.0L ECOBOOST
44U 10SPD AUTO TRAN
CA BOARD FEES
16D BADGE DELETE
17T CARGO DOME LAMP
19V R CAM ON DEMAND
425 50 STATE EMISS
43D COURTESY DISABL
76D DEFLECTOR PLATE
76R REVERSE SENSING
86T RR TAILLAMP HSG
87P 8-WAY PWR PASS
87R RR VIEW MIR/CAM
90E LH/RH PNLS III
92G E MARKED SOLAR
942 DAYTIME RUN LMP
96T RR SPLR TRFC LT
153 FRT LICENSE BKT
51V SPTLMP LED DUAL
52T T/TOW CLASS III
59J KEY CODE 1111X
60R NOISE SUPPRESS
66A FRONT HDLMP PKG
.GRILL WIRING
66B TAIL LAMP PKG
66C REAR LIGHT PKG
63L QUARTER GLASS
63B SIDE MARKER LED
21L FRONT AUX LIGHTS

\$47,751.00 PLUS TAX

PLUS \$8.75 CA TIRE FEE

LESS \$500.00 DISCOUNT
20 DAY PAYMENT-DELIVERED

INCLUDES 2 EXTRA MOUNTED
WHEELS/TIRE/TPMS SYSTEM

PAINTED WHITE ROOF
AND 4 DOORS

City Council Agenda Item Report

Agenda Item No. COV-348-2020
Submitted by: Jazmine Hooks
Submitting Department: Public Works
Meeting Date: October 6, 2020

SUBJECT

Change Order No. 11 to the Consulting Services Agreement (CS-0099) with CNS Engineers, Inc. for the Atlantic Boulevard Bridge Rehabilitation and Widening Project

Recommendation:

A. Find that approval of the proposed change order is within the Initial Study/Mitigated Negative Declaration prepared for the project pursuant to the provisions under the California Environmental Quality Act (CEQA) in accordance with Section 15063 of the CEQA Guidelines; and
B. Approve and authorize the City Administrator to execute Agreement Change Order No. 11, in substantially the same form as submitted, for the Atlantic Boulevard Bridge Rehabilitation and Widening Project, Federal Project No. DBPL02-5139(010), CS-0099, extending the project schedule from December 31, 2020 to December 31, 2021 and authorizing CNS Engineers, Inc. to provide the additional engineering design and coordination services as described below for the additional cost of \$113,865.10, increasing the total agreement cost to \$2,014,340.45.

Background:

The Atlantic Boulevard Bridge over the Los Angeles River was constructed in 1931 and consists of concrete barrel arches with an earth-filled roadway and asphalt concrete pavement. The average daily vehicle count is over 50,000 vehicles per day. Atlantic Boulevard is a vital artery serving not only the City of Vernon but is also a gateway to the southeast community. Due to the narrow pedestrian walkway and traffic lanes, the bridge will be inadequate for the projected traffic volume of vehicles and trucks.

The Atlantic Boulevard Bridge over the Los Angeles River Agreement (Agreement) was awarded in November 2009 to CNS Engineers, Inc. via Resolution No. 10,112 for the design of the bridge rehabilitation and right-of-way acquisition support. The Agreement will develop the plans for the proposed widening and rehabilitation of the bridge, including the widening of the roadway bridge approaches, modifications of traffic signals, installation of California Public Utilities Commission-approved railroad grade crossings devices, and flood control channel modifications. Right-of-way activities along Atlantic Boulevard consist of either Temporary Construction Easements (TCE) or permanent Street Easements (SE) to accommodate the widening of the bridge and roadway and construction activities. The project also requires the relocation of conflicting utilities, including power poles from the City's Public Utilities Department, which is concurrently developing relocation plans.

To complete this project, Change Order No. 11 (Attachment 1) to the Agreement is necessary to perform the following actions:

1. Modify the design to accommodate the relocated electrical conduits under the new bridge overhangs;
2. Modify the right-of-way easements and update the appraisals to eliminate the electrical overhead over the Los Angeles County Flood Control District (LACFCD), BNSF/Los Angeles Junction, and the Los Angeles Department of Water and Power (LADWP) properties;

3. Prepare traffic control plans and secure a Caltrans encroachment permit to close the Atlantic Blvd. Bridge for four (4) days to replace the BNSF/LAJ rail crossings; and
4. Extend the contract term from December 31, 2020 to December 31, 2021.

Agreement Change Order No. 11 has been approved as to form by the City Attorney's office.

Fiscal Impact:

The current contract amount, including all previous Agreement Change Orders, is \$1,900,475.35. The additional cost of Change Order No. 11 is \$113,865.10, which would bring the total contract amount to \$2,014,340.45. This Agreement is funded by Capital Outlays account 011.2043.900000. City staff will continue to seek additional Federal funds to cover project costs.

Attachments:

1. [CS-0099 Change Order No. 11](#)

**CITY OF VERNON
PUBLIC WORKS DEPARTMENT**

CONTRACT CHANGE ORDER NO. 11 SUPPLEMENT NO. SHEET 1 OF 25 SHEETS

PROJECT: Atlantic Blvd. Bridge over the Los Angeles River **Contract No.** CS-0099
FEDERAL PROJECT No. DBPL02-5139(010) **EDEN Project No.**
REQUESTED BY: City of Vernon **Supplemental No.**
TO: CNS Engineers **CONTRACTOR**

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

Per amendment No. 11, this Change Order provides for the additional work described below.

1. Modify the design to accommodate the relocated electrical conduits under the new bridge overhangs.
2. Modify the right of way easements and update the appraisals to eliminate the electrical overhead over the LACFCD, BNSF/LAJ, and LADWP properties.
3. Prepare traffic control plans and secure a Caltrans encroachment permit to close the Atlantic Blvd. Bridge for four days to replace the BNSF/LAJ rail crossings.
4. Extend the contract from December 31, 2020 to December 31, 2021.

Contract Amount (Base Bid)	.....	\$	1,155,284.38
Amount of This Change Order	.....	\$	113,865.10
Amount of Previous Change Orders	.....	\$	745,190.97
Total Change Orders	.....	\$	859,056.07
Modified Contract Amount	.....	\$	2,014,340.45

By reason of this change order the time of completion will be adjusted as follows: **365 additional calendar days**

Approved: _____ Date: _____
Carlos Fandino, City Administrator

Attest: _____ Date: _____
Lisa Pope, City Clerk

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

Accepted Date: _____ Contractor: _____

By: _____ Title: _____

Accepted Date: _____ Contractor: _____

By: _____ Title: _____

August 5, 2020

Mr. Daniel Wall, P.E.
Director of Public Works
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

Subject: Rehabilitation of Atlantic Blvd. Bridge over the Los Angeles River
Request for Contract Amendment No. 11

Dear Mr. Wall:

To complete the proposed project, we request a contract amendment for the following extra work:

1. Modify the design to accommodate the relocated electrical conduits under the new bridge overhangs:

The original power relocation design was to have the underground electrical conduits on the south approach to span over the river, LAJ/BNSF rail track, and LADWP properties with an overhead on the west side (upstream) of the bridge. The alignment of the electrical overhead is in a horizontal clearance of approximately 25 feet to a LADWP transmission tower at the northwest corner of the project site.

During the coordination with LADWP to seek approval of the design and an encroachment permit, LADWP expressed the requirement that the minimum horizontal clearance to the transmission tower shall be 50 feet for maintenance purpose unless the electrical conduits go underground. The 50-foot clearance restriction essentially eliminated the overhead alternative.

The power relocation design consultant – EPI revisited the design with the City and CNS, and determined that the most cost-effective solution is to split the underground electrical conduits north of the southerly rail crossing and have them installed under both bridge overhangs. The underground electrical conduits will continue northerly and stay within the street right of way. The bridge design has limited space to house all conduits under one single overhang. The original design also included a relocated gas pipe under the easterly (downstream) overhang that restricts the use of any other utilities; however, the Gas Company has decided to abandon the pipe and the eastern overhang is now available for limited electrical conduits. The proposed design change will eliminate the costly large steel poles and large diameter pile foundations at the northwest and southwest corners of the bridge and the right of way easements from Los Angeles County Flood Control District (LACFCD), BNSF/LAJ, and LADPW.

The proposed design change requires modification of the bridge overhangs and introducing one additional temporary traffic control phase for vehicle and rail traffic during construction.

2. Modify the right of way easements and update the appraisals to eliminate the electrical overhead over the LACFCD, BNSF/LAJ, and LADWP properties.

The right of way legal descriptions and plats for the following easements on LACFCD, BNSF/LAJ, and LADWP properties listed below will be modified to eliminate the electrical overhead and reduce the area of the easement as a cost saving measure. The appraisals will be updated accordingly.

APN 6304-007-900, 6314-033-901 LACFCD

Mr. Daniel Wall
August 8, 2020
Page 2 of 2

APN 6304-007-800, 6314-033-802, 6304-010-806, 6314-003-800 BNSF/LAJ
APN 6304-007-274 LADWP

3. Prepare traffic control plans and secure a Caltrans encroachment permit to close the Atlantic Blvd. Bridge for four days to replace the BNSF/LAJ rail crossings:

During the coordination with BNSF/LAJ for the rail crossing improvements, BNSF/LAJ has determined that the existing rail crossings shall be replaced as part of the bridge construction. BNSF/LAJ estimated that the replacement of the rail crossings requires street closure for four days including one weekend and two weekdays. Proper traffic detour and control plans within the project area will be prepared to divert traffic from the project site. A Caltrans encroachment permit to close the I-710 on/off ramps and place traffic control devices at the Bandini/I-710 Interchange area is also required.

4. Extend the contract from December 31, 2020 to December 31, 2021.

The contract will expire on December 31, 2020. We request extending the contract to December 31, 2021 due to the unforeseen delay in railroad coordination, right of way acquisition, and utility relocation.

Additional project coordination with Caltrans, LACFCD, BNSF/LAJ, PUC, LADWP, LA Metro, USACE, CDFW, and RWQCB as directed by the City will be conducted.

The estimated cost for all additional effort is \$113,865.10.

Current Amended Contract Amount:	\$1,900,475.35
Proposed New Amendment:	\$113,865.10
Total Proposed Amended Contract Amount:	\$2,014,340.45

We look forward to receiving City's approval for this contract amendment. Should you have any questions about this proposal, please feel free to contact me at (951) 687-1005 ext.104 or by e-mail at james.lu@cnsenginc.com.

Sincerely,



James Lu, P.E., S.E.
Project Manager / Principal
CNS Engineers, Inc.

Attachment: Cost proposal backup details

CITY OF VERNON COST PROPOSAL

Federal Project No. 5139 (010)

Caltrans EA No. 0793210L

Date: 8/3/2020

Project Name: **Rehabilitation of Atlantic Blvd. Bridge over the Los Angeles River**Consultant: **CNS Engineers, Inc. (Prime Consultant)****DIRECT LABOR**

Classification	Name	Hourly Rate Range	Hours	Hourly Rate (2020)	Total
Project Manager (PM) / Principal					
Bridge Engineer	James Lu		76 @	\$ 93.08	\$ 7,074.08
Senior Bridge Engineer	Q. Nguyen		40 @	\$ 62.40	\$ 2,496.00
Bridge Project Engineer	J. Nguyen		16 @	\$ 46.00	\$ 736.00
Senior Roadway Engineer / Deputy PM	S. Hosford		40 @	\$ 62.40	\$ 2,496.00
Senior CADD Designer	N. Li		20 @	\$ 40.00	\$ 800.00
			0 @	\$ -	\$ -
			0 @	\$ -	\$ -

Subtotal Direct Labor Costs \$ 13,602.08

Anticipated Salary Increases (4.0%) (Escalation) \$ 544.08

Total Direct Labor Costs (DLC) \$ 14,146.16**FRINGE BENEFITS**

Rate	Total
* %	
Total Fringe Benefits (FB)	\$ -

INDIRECT COSTS

	Total
Overhead (OH)	*
General and Administrative (G&A)	*
Total (* Combined FB, OH and G&A)	137.07 % \$ 19,390.15
Total Indirect Costs (IC)	\$ 19,390.15

FEE (PROFIT)

Rate	Total
10 %	\$ 3,353.63
Fee (DLC+FB+IC)	\$ 3,353.63

ESTIMATED OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.)

1. Reproduction and Binding	\$ -
2. Conference Calls	\$ -
3. Transportation / Travel (Mileage will be IRS standard rate.)	\$ -
4. Overnight Deliveries	\$ -

Total Other Direct Costs \$ -

Prime Consultant (CNS) Cost: \$ 36,889.94

SUBCONTRACTOR COSTS

KOA Corporation (Traffic)	(\$27,931.97+\$3,984.25)	\$ 31,916.22
Overland, Pacific & Cutler (Right of Way Appraisal and Acquisition)		\$ 24,450.00
Stantec (Roadway, Right of Way Easements)	(\$2,138.61+\$4,910.89)	\$ 7,049.50
RailPros (Railroad)		\$ 13,559.44
Converse (Geotechnical)		\$ -
GPA (Environmental)		\$ -

Total Subcontractor Costs \$ 76,975.16**TOTAL CONTRACT COST****\$ 113,865.10**

CITY OF VERNON
Cost Proposal - Man Hour Worksheet

Project Name: Atlantic Blvd. Bridge over the Los Angeles River

Consultant: CNS Engineers, Inc. (Prime Consultant)

Date: 8/3/20

Task No.	Task Description	Project Manager (PM) / Principal Bridge Engineer	Senior Bridge Engineer	Bridge Project Engineer	Senior Roadway Engineer / Deputy PM	Senior CADD Designer	Total Hours	Labor Cost
(loaded billing rates)		\$ 252.44	\$ 169.23	\$ 124.76	\$ 169.23	\$ 108.48		
Phase I: Development of Plans, Specifications and Estimates (PS&E)								
1.0	Project Management							
1.01	Meetings and Coordination	48			40		88	\$ 18,886.50
1.02	Project Administration and Project Controls	24					24	\$ 6,058.57
1.03	Quality Control and Quality Assurance						0	\$ -
1.04	Caltrans Local Assistance Funding Supports						0	\$ -
2.0	PS&E Initiation							
2.01	Data Collection						0	\$ -
2.02	Field Review and Site Assessment						0	\$ -
2.03	Design Surveys and Orthophoto						0	\$ -
2.04	Right-of-Way Research and Base Mapping						0	\$ -
2.05	Utility Notification and Identification including Potholing						0	\$ -
2.06	Geotechnical Investigations						0	\$ -
2.07	Limited Phase II Soil Sampling (RR Contamination)						0	\$ -
2.08	Diurnal and Nocturnal Bat/Nesting Bird Surveys						0	\$ -
2.09	Bridge Aesthetic Analysis and Historic Preservation Report						0	\$ -
2.10	Roadway Drainage Report						0	\$ -
2.11	Storm Water Quality Documentation						0	\$ -
2.12	Railroad Phasing and Signal Requirements						0	\$ -
2.13	Channel Hydraulics and Modification Requirements						0	\$ -
3.0	Design Coordination							
3.01	Resource Agency Permits (CDFG 1601, RWCB 401 and ACOE 404 and 408)						0	\$ -
3.02	CPUC General Order 88B Application						0	\$ -
3.03	Railroad C&M Agreement Assistance						0	\$ -
3.04	Utility Relocation Supports						0	\$ -
3.05	Right-of-Way Plats and Legal Description						0	\$ -

CITY OF VERNON
Cost Proposal - Man Hour Worksheet

Project Name: Atlantic Blvd. Bridge over the Los Angeles River

Consultant: CNS Engineers, Inc. (Prime Consultant)

Date: 8/3/20

Task No.	Task Description	Project Manager (PM) / Principal Bridge Engineer	Senior Bridge Engineer	Bridge Project Engineer	Senior Roadway Engineer / Deputy PM	Senior CADD Designer	Total Hours	Labor Cost
(loaded billing rates)		\$ 252.44	\$ 169.23	\$ 124.76	\$ 169.23	\$ 108.48		
3.06	Right-of-Way Easement/Acquisition Supports						0	\$ -
4.0	65% Design Submittal							
4.01	Roadway Plans						0	\$ -
4.02	Stage Constructing Plans						0	\$ -
4.03	Utility Plans						0	\$ -
4.04	Drainage Plans						0	\$ -
4.05	Traffic Signal Plans						0	\$ -
4.06	Work Area Traffic Control Plans						0	\$ -
4.07	Signing and Striping Plans						0	\$ -
4.08	Street Lighting Plans and Sign Illumination Plans						0	\$ -
4.09	Channel Modification Plans						0	\$ -
4.10	Bridge Unchecked Plans						0	\$ -
4.11	Grade Crossing Plans						0	\$ -
5.0	95% PS&E Submittal							
5.01	Roadway Plans						0	\$ -
5.02	Stage Constructing Plans						0	\$ -
5.03	Utility Plans						0	\$ -
5.04	Drainage Plans						0	\$ -
5.05	Traffic Signal Plans						0	\$ -
5.06	Work Area Traffic Control Plans						0	\$ -
5.07	Signing and Striping Plans						0	\$ -
5.08	Street Lighting Plans and Sign Illumination Plans						0	\$ -
5.09	Channel Modification Plans						0	\$ -
5.10	Bridge Checked Plans						0	\$ -
5.11	Grade Crossing Plans						0	\$ -
5.12	Special Provisions and Workday Schedule						0	\$ -
5.13	Quantities and Cost Estimates						0	\$ -
5.14	Supplemental Cultural Study						0	\$ -

CITY OF VERNON
Cost Proposal - Man Hour Worksheet

Project Name: Atlantic Blvd. Bridge over the Los Angeles River
Consultant: CNS Engineers, Inc. (Prime Consultant)

Date: 8/3/20

Task No.	Task Description	Project Manager (PM) / Principal Bridge Engineer	Senior Bridge Engineer	Bridge Project Engineer	Senior Roadway Engineer / Deputy PM	Senior CADD Designer	Total Hours	Labor Cost
(loaded billing rates)		\$ 252.44	\$ 169.23	\$ 124.76	\$ 169.23	\$ 108.48		
6.0	100% (Final) PS&E Submittal							
6.01	Roadway Plans						0	\$ -
6.02	Stage Constructing Plans						0	\$ -
6.03	Utility Plans						0	\$ -
6.04	Drainage Plans						0	\$ -
6.05	Traffic Signal Plans						0	\$ -
6.06	Work Area Traffic Control Plans						0	\$ -
6.07	Signing and Striping Plans						0	\$ -
6.08	Street Lighting Plans and Sign Illumination Plans						0	\$ -
6.09	Channel Modification Plans						0	\$ -
6.10	Bridge Plans	4	40	16		20	80	\$ 11,944.87
6.11	Grade Crossing Plans						0	\$ -
6.12	Special Provisions and Suggested Workday Schedule						0	\$ -
6.13	Quantities and Cost Estimates						0	\$ -
6.14	Resident Engineer's Pending Files						0	\$ -
2								
Total Hours		76	40	16	40	20	192	\$ 36,889.94



July 21, 2020
Mr. James Lu
CNS Engineers, Inc.
11870 Pierce Street, Suite 265
Riverside, CA 92505

Subject: Atlantic Boulevard Bridge Reconstruction Project, Vernon, CA
Addendum #6: Street closure and detour plans for BNSF work

Dear Mr. Lu

KOA Corporation (KOA) is submitting this amendment at the request of CNS for revisions the approved traffic control plans based on BNSF request to have a full closure during track work. Below is a detailed scope of services.

SCOPE OF WORK

Management, Coordination, & Administration

KOA will attend up to one (1) meeting with the project team and one (1) additional meeting with RailPros for project related issues, schedule, deliverables, etc. Supplemental meetings with any local agencies and/or Caltrans is not included in this scope of work, and would constitute extra work if requested. We will maintain lines of communication between CNS throughout the completion of this work. We will invoice in the same manner as the original contract.

Traffic Control and Detour Plans

BNSF will be replacing existing grade crossings (concrete panels and rails) as part of the bridge widening project. The work will require a full closure of Atlantic Boulevard for 4 days (2 weekend days and 2 weekdays). KOA will provide traffic control and detour plans to accommodate the proposed improvements. We assume all work to the track will be at the completion of the widening; therefore, the base for design will be the final signing and striping on Atlantic Boulevard. This includes any subsequent plans/detours due to impact to the I-710 Freeway on/off ramps. CNS will provide all relevant base files, including new track panel layout and limits.

Caltrans Encroachment Permit

KOA will prepare and submit a Caltrans Encroachment Permit Application and associated plans/documentation for the proposed street closure and detours. KOA will submit to Caltrans **up to three (3) times** for approval. Any additional rounds of review/submittals will be considered extra work, not included in this proposal. CNS will provide any and all additional construction plans to support the encroachment permit as requested by Caltrans.

FEE

KOA will perform the above scope of work for a not-to-exceed fee of **\$27,931.97**. Please see attached fee breakdown.

WORK SCHEDULE

Upon receiving an executed agreement and the necessary supporting plans/information from the Client and/or others, KOA will complete the first submittal to the Client for review within six (6) weeks. Subsequent revisions will be completed approximately three (3) weeks after receiving comments.

KOA is not responsible for delays caused by factors beyond KOA's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the KOA's services or work product promptly, or delays caused by faulty performance by the Client



or by contractors of any level. When such delays beyond KOA's reasonable control occur, the Client agrees the KOA is not responsible for damages, nor shall KOA be deemed to be in default of this Agreement.

AUTHORIZATION

The signature below indicates acceptance of this proposal and authorization to proceed.

Sincerely,
KOA Corporation

A handwritten signature in black ink, appearing to read 'S. Bise', written over a horizontal line.

Stephen Bise
VP | Managing Director

The person signing and executing this contract for the Client represents and warrants that he or she is duly authorized and has legal capacity and actual authority to bind the Client to each and every term, condition and obligation of this Contract and that all requirements of the Client have been fulfilled to provide such actual authority. By signing below, Client agrees with the terms and conditions attached hereto and hereby made a part of this agreement.

Signature

Name (Please Print)

Date

Title (Please Print)

Client Purchase Order or Project Number

CITY OF VERNON

COST PROPOSAL

Federal Project No.:

Caltrans EA No.:

Date: 7/21/2020
 Project Name: Addendum #6 Construction Traffic Control/Detour Traffic Management
Plan For Rail Crossing Replacement
Consultant: KOA Corporation**DIRECT LABOR**

Classification	Name	Hourly Rate Range	Hours	Initial Hourly Rate	Total
Firm Principal	Various	65-85	8	@ \$ 83.00	\$ 664.00
Senior Engineer	Various	57-67	60	@ \$ 67.00	\$ 4,020.00
Assistant Engineer	Various	20-35	96	@ \$ 35.00	\$ 3,360.00
CAD Technician	Various	18-25	40	@ \$ 25.00	\$ 1,000.00
Administrative Assistant	Various	15-30	8	@ \$ 28.00	\$ 224.00
				@	\$ -
				@	\$ -
				@	\$ -
				@	\$ -
				@	\$ -
				@	\$ -
				@	\$ -

Subtotal Direct Labor Costs	\$ 9,268.00
Anticipated Salary Increases (2.5%) (Escalation)	\$ 231.70
Total Direct Labor Costs (DLC)	\$ 9,499.70

FRINGE BENEFITS

Rate	Total
* % \$ -	-
Total Fringe Benefits (FB)	\$ -

INDIRECT COSTS

	Rate	Total
Overhead (OH)	* %	*
General and Administrative (G&A)	* %	*
Total (* Combined FB, OH and G&A)	167.3 %	\$ 15,893.00
Total Indirect Costs (IC)		\$ 15,893.00

FEE (PROFIT)

Rate	Total
10 % \$ 2,539.27	
Fee (DLC+FB+IC)	\$ 2,539.27

ESTIMATED OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.)

1. Reproduction and Binding	\$ -
2. Plotting	\$ -
3. Transportation / Travel (Mileage will be IRS standard rate.)	\$ -
4. Overnight Deliveries	\$ -
	\$ -

Total Other Direct Costs	\$ -
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SUBCONTRACTOR COSTS

\$ -
\$ -
\$ -
\$ -

TOTAL COST

\$ 27,931.97



May 13, 2020
Mr. James Lu
CNS Engineers, Inc.
11870 Pierce Street, Suite 265
Riverside, CA 92505

Subject: Atlantic Boulevard Bridge Reconstruction Project, Vernon, CA
Addendum #6: Revised Worksite Traffic Control Plans for Revised Power Line Design

Dear Mr. Lu

KOA Corporation (KOA) is submitting this amendment at the request of CNS for revisions to the approved traffic control plans based on revised power line design. Below is a detailed scope of services.

SCOPE OF WORK

Management, Coordination, & Administration

KOA will attend up to one (1) meeting with the project team for project related issues, schedule, deliverables, etc. We will maintain lines of communication between CNS throughout the completion of this work. We will invoice in the same manner as the original contract.

Update Traffic Control

The revised power line design included installation of a conduit/duct under Atlantic Boulevard, approximately 30-feet north of the southerly BNSF track centerline. The existing traffic control can accommodate most of the new installation, however, a sub-phase to stage 2 will be required to accommodate needed overlap in construction between the east and west side of the bridge. CNS will provide all relevant base files, including new power line layout and limits. We will submit for review and revise as directed up to two (2) times.

FEE

KOA will perform the above scope of work for a not-to-exceed fee of **\$3,984.25**. Please see attached fee breakdown.

WORK SCHEDULE

Upon receiving an executed agreement and the necessary supporting plans/information from the Client and/or others, KOA will complete the first submittal to the Client for review within three (3) weeks. Subsequent revisions will be completed approximately two (2) weeks after receiving comments.

KOA is not responsible for delays caused by factors beyond KOA's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the KOA's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond KOA's reasonable control occur, the Client agrees the KOA is not responsible for damages, nor shall KOA be deemed to be in default of this Agreement.



AUTHORIZATION

The signature below indicates acceptance of this proposal and authorization to proceed.

Sincerely,
KOA Corporation

A handwritten signature in black ink, appearing to read 'S. Bise', written over a horizontal line.

Stephen Bise
VP | Managing Director

The person signing and executing this contract for the Client represents and warrants that he or she is duly authorized and has legal capacity and actual authority to bind the Client to each and every term, condition and obligation of this Contract and that all requirements of the Client have been fulfilled to provide such actual authority. By signing below, Client agrees with the terms and conditions attached hereto and hereby made a part of this agreement.

Signature

Name (Please Print)

Date

Title (Please Print)

Client Purchase Order or Project Number

CITY OF VERNON

COST PROPOSAL

Federal Project No.:

Caltrans EA No.:

Date: 5/13/2020Project Name: Addendum #6 Revise Construction Traffic Control for New Power Line DesignConsultant: KOA Corporation**DIRECT LABOR**

Classification	Name	Hourly Rate Range	Hours	Initial Hourly Rate	Total
Firm Principal	Various	65-85	2	@ \$ 83.00	\$ 166.00
Senior Engineer	Various	57-67	4	@ \$ 67.00	\$ 268.00
Assistant Engineer	Various	20-35	16	@ \$ 35.00	\$ 560.00
CAD Technician	Various	18-25	12	@ \$ 25.00	\$ 300.00
Administrative Assistant	Various	15-30	1	@ \$ 28.00	\$ 28.00
				@	\$ -
				@	\$ -
				@	\$ -
				@	\$ -
				@	\$ -
				@	\$ -
				@	\$ -

Subtotal Direct Labor Costs \$ 1,322.00

Anticipated Salary Increases (2.5%) (Escalation) \$ 33.05

Total Direct Labor Costs (DLC) \$ 1,355.05**FRINGE BENEFITS**

Rate	Total
* % \$ -	-
Total Fringe Benefits (FB)	\$ -

INDIRECT COSTS

	Total
Overhead (OH)	*
General and Administrative (G&A)	*
Total (* Combined FB, OH and G&A)	\$ 2,267.00
Total Indirect Costs (IC)	\$ 2,267.00

FEE (PROFIT)

Rate	Total
10 % \$ 362.20	
Fee (DLC+FB+IC)	\$ 362.20

ESTIMATED OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.)

1. Reproduction and Binding	\$ -
2. Plotting	\$ -
3. Transportation / Travel (Mileage will be IRS standard rate.)	\$ -
4. Overnight Deliveries	\$ -

Total Other Direct Costs \$ -**SUBCONTRACTOR COSTS**

\$ -
\$ -
\$ -
\$ -

TOTAL COST**\$ 3,984.25**



August 4, 2020

Mr. James Lu, P.E., S.E.
Project Manager/Principal
CNS Engineers, Inc.
11870 Pierce Street, Suite 265
Riverside, CA 92505

Re: Rehabilitation of Atlantic Blvd. Bridge over the Los Angeles River
Contract Amendment No. 7

Dear Mr. Lu:

An amendment to our contract is necessary for work associated with the following properties:

APN 6304-007-900, 6314-033-901 LACFCD
APN 6304-007-800, 6314-033-802 LAJ-BNSF
APN 6304-007-274 LADWP
APN 6304-010-806, 6314-003-800 LAJ-BNSF

The amendment is necessary due to design changes on the parcels identified above. The additional fees are for updated appraisals and review appraisals, right-of-way services for acquisition, and project management.

The following is a breakdown for the additional costs to complete the identified services:

Task	Additional Fee
Appraisal	\$14,000.00
Appraisal Review	\$8,000.00
Right of Way Services	\$1,620.00
Project Management	\$830.00
TOTAL	\$24,450.00

Based on this additional work, our revised contract amount would be as follows:

Original Contract Amount	\$ 57,764.65
Amendment No. 1	\$ 6,300.00
Amendment No. 2	\$ 40,086.70
Amendment No. 3	\$ 90,912.04
Amendment No. 4	\$ 47,410.00
Amendment No. 5	\$ 800.00
Amendment No. 6	\$ 6,061.00
Amendment No. 7 (this amendment)	\$ 24,450.00
Total Amended Contract Amount	\$273,784.39

If the proposed Contract Amendment No. 7 meets your approval, please sign below and return to me and/or provide a contract change order authorization in a form acceptable to you. Should you have any questions or need additional information, please do not hesitate to contact me at (949) 307-1323.

Sincerely,

Overland, Pacific & Cutler, LLC

Accepted and Approved

Mona Montano
Project Manager

James Lu, P.E., S.E.
Project Manager/Principal

Date: _____

CITY OF VERNON

COST PROPOSAL

Federal Project No.:

Caltrans EA No.:

Date: 6/5/2020Project Name: Atlantic Blvd. Bridge over the Los Angeles RiverConsultant: Overland, Pacific & Cutler, Inc.**DIRECT LABOR**

Classification	Name	Hourly Rate Range	Hours	Initial Hourly Rate (2020)	Total
Project Manager	<u>Mona Montano</u>		2 @	<u>\$ 43.46</u>	<u>\$ 86.92</u>
Sr. Acquisition Agent	<u>Albert Harmon</u>		21 @	<u>\$ 37.96</u>	<u>\$ 797.16</u>

Subtotal Direct Labor Costs	<u>\$ 884.08</u>
Anticipated Salary Increases (5%) (Escalation)	<u>\$ 44.20</u>
Total Direct Labor Costs (DLC)	<u>\$ 928.28</u>

FRINGE BENEFITS

Rate	Total
* %	
Total Fringe Benefits (FB)	<u>\$ -</u>

INDIRECT COSTS

	Total
* %	*
Overhead (OH)	<u>*</u>
General and Administrative (G&A)	<u>*</u>
Total (* Combined FB, OH and G&A)	<u>149 % \$ 1,383.14</u>
Total Indirect Costs (IC)	<u>\$ 1,383.14</u>

FEE (PROFIT)

Rate	Total
10% %	\$
Fee (DLC+FB+IC)	<u>\$ 138.31</u>

ESTIMATED OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.)

1. Reproduction and Binding

2. Plotting

3. Transportation / Travel (Mileage will be IRS standard rate.)

4. Overnight Deliveries

5. Title Service (1 report update)

Total Other Direct Costs	<u>\$ -</u>
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SUBCONTRACTOR COSTS

Fee Appraisals	<u>\$ 14,000.00</u>
Review Appraisals	<u>\$ 8,000.00</u>
	<u>\$ -</u>
	<u>\$ -</u>

Markup on Subcontractors (0%)	<u>\$ -</u>
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TOTAL COST

\$ 24,450.00



July 28, 2020
File:2073013430

Attention: James Lu
CNS Engineers, Inc.
11870 Pierce Street, Suite 265
Riverside, CA 92505

Dear Mr. Lu:

Reference: Cost Proposal to Revise Seven (7) Temporary Construction Easements (TCEs)

Due to elimination of the power overhead relocation over the Los Angeles River, mapping documents need to be revised. This utility will now go through the bridge and stay underground, remaining within the street easement. Other TCEs for the LA River and BNSF will be reduced as a cost saving measure.

Stantec Consulting Services Inc. (Stantec) is requesting a contract amendment for additional services, which includes revisions for two Temporary Construction Easements, one for APN 6304-007-800 (BNSF) and the other for APN 6304-007-274 (LADWP). Three overhead easements will also be deleted for APN 6304-007-900, APN 6304-007-800 (BNSF), and APN 6304-007-274 (LADWP).

Also included in this requested change order is a second scope item, the revision of five Temporary Construction Easements to reduce their size. This includes the two Los Angeles River parcels (APN 6304-007-900 and APN 6314-033-901) and 3 BNSF parcels (6304-010-806, 6314-003-800, and 6314-033-802).

The attached proposal includes the following information:

- Scope of Services
- Fee Summary

Please feel free to respond with any questions or comments.

Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink that reads "Susan Reid".

Susan Reid
Project Manager



July 28, 2020
James Lu
Page 2 of 2

Reference: Cost Proposal to Revise Seven (7) Temporary Construction Easements (TCEs)

Phone: (949) 923-6223
Fax: (949) 923-6121
Susan.reid@stantec.com

Scope of Services

Item 1

- Prepare 2 separate legal descriptions and depictions for the temporary construction easements for APN 6304-007-800 (BNSF) and APN 6304-007-274 (LADWP), in the City of Vernon. The documents will be prepared and stamped by a Professional Land Surveyor and submitted to the City for processing. This fee includes addressing one set of comments from the City. It is assumed that our legal description and depiction will be attached to easement documentation provided by the City for owner signature and recordation. City checking fees are not included in our estimated budget. This item also includes update to the overall easement exhibit, revise easement depiction on plans as needed, project management and coordination with the client and other design team.

Item 2

- Prepare 5 separate legal descriptions and depictions for the temporary construction easements for two LA River Parcels (APN 6304-007-900 and APN 6314-033-901) and three BNSF Parcels (APN 6304-010-806, APN 6314-003-800, and APN 6314-033-271), in the City of Vernon. The documents will be prepared and stamped by a Professional Land Surveyor and submitted to the City for processing. This fee includes addressing one set of comments from the City. It is assumed that our legal description and depiction will be attached to easement documentation provided by the City for owner signature and recordation. City checking fees are not included in our estimated budget. This item also includes update to the overall easement exhibit, revise easement depiction on plans as needed, project management and coordination with the client and other design team.

Fee Summary

See attached spreadsheet.

Item 1: \$2,138.61

Item 2: \$4,910.89

TOTAL : \$7,049.50

CITY OF VERNON

COST PROPOSAL FOR TWO TCES

Federal Project No.:

Caltrans EA No.:

Date: 7/28/2020Project Name: Atlantic Blvd. Bridge over the Los Angeles RiverConsultant: Stantec Consulting, Inc.**DIRECT LABOR**

Classification	Name	Hourly Rate Range	Hours	Hourly Rate (2019)	Total
Stantec Team Leader	Sherry Weinmeier		0 @	\$ 93.31	\$ -
Drainage Lead	Kevin Brandt		0 @	\$ 78.91	\$ -
Roadway Design Lead	Susan Reid		5 @	\$ 56.98	\$ 284.90
Drainage Design Engineer	--			\$ 56.98	\$ -
Roadway Design Engineer	--		0 @	\$ 56.98	\$ -
Engineering Designer	Ada Cornejo		0 @	\$ 40.69	\$ -
Engineering Designer	Matt Wagstaff		0 @	\$ 37.00	\$ -
Survey Project Manager	Jim Steines		6 @	\$ 69.07	\$ 414.42
Survey Analyst	Cheryl Love		0 @	\$ 27.25	\$ -
Administrative Services			0 @	\$ 27.25	\$ -
Administrative Services			0 @		\$ -

Subtotal Direct Labor Costs \$ 699.32

Anticipated Salary Increases (3.35 %) (Escalation) \$ 23.43

Total Direct Labor Costs (DLC) \$ 722.75**FRINGE BENEFITS**

Rate	Total
<u>34%</u> %	<u>\$ 245.73</u>
Total Fringe Benefits (FB)	\$ 245.73

INDIRECT COSTS

	Total
Overhead (OH)	<u>*</u> % <u>*</u>
General and Administrative (G&A)	<u>*</u> % <u>*</u>
Total (* Combined OH and G&A)	<u>135%</u> % <u>\$ 975.71</u>
Total Indirect Costs (IC)	\$ 975.71

FEE (PROFIT)

Rate	Total
<u>10</u> %	<u>\$ 194.42</u>
Fee (DLC+FB+IC)	\$ 194.42

ESTIMATED OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.)

1. Reproduction and Binding	<u>\$ -</u>
2. Plotting	<u>\$ -</u>
3. Transportation / Travel (Mileage will be IRS standard rate.)	<u>\$ -</u>
4. Overnight Deliveries	<u>\$ -</u>
5. 2-man Field Survey Truck and Equipment	<u>\$ -</u>

Total Other Direct Costs \$ -**SUBCONTRACTOR COSTS**

Potholing	<u>\$ -</u>
Aerial Mapping	<u>\$ -</u>

TOTAL COST

\$ 2,138.61

CITY OF VERNON
COST PROPOSAL FOR FIVE TCES

Federal Project No.:

Caltrans EA No.:

Date: 7/28/2020Project Name: Atlantic Blvd. Bridge over the Los Angeles RiverConsultant: Stantec Consulting, Inc.**DIRECT LABOR**

Classification	Name	Hourly Rate Range	Hours	Hourly Rate (2019)	Total
Stantec Team Leader	Sherry Weinmeier		0 @	\$ 93.31	\$ -
Drainage Lead	Kevin Brandt		0 @	\$ 78.91	\$ -
Roadway Design Lead	Susan Reid		10 @	\$ 56.98	\$ 569.80
Drainage Design Engineer	--			\$ 56.98	\$ -
Roadway Design Engineer	--		0 @	\$ 56.98	\$ -
Engineering Designer	Ada Cornejo		0 @	\$ 40.69	\$ -
Engineering Designer	Matt Wagstaff		0 @	\$ 37.00	\$ -
Survey Project Manager	Jim Steines		15 @	\$ 69.07	\$ 1,036.05
Survey Analyst	Cheryl Love		0 @	\$ 27.25	\$ -
Administrative Services			0 @	\$ 27.25	\$ -
Administrative Services			0 @		\$ -

Subtotal Direct Labor Costs \$ 1,605.85

Anticipated Salary Increases (3.35 %) (Escalation) \$ 53.80

Total Direct Labor Costs (DLC) \$ 1,659.65**FRINGE BENEFITS**

Rate	Total
<u>34%</u> %	\$ 564.28
Total Fringe Benefits (FB)	\$ 564.28

INDIRECT COSTS

	Total
Overhead (OH)	*
General and Administrative (G&A)	*
Total (* Combined OH and G&A)	<u>135%</u> % \$ 2,240.52
Total Indirect Costs (IC)	\$ 2,240.52

FEE (PROFIT)

Rate	Total
<u>10</u> %	\$ 446.44
Fee (DLC+FB+IC)	\$ 446.44

ESTIMATED OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.)

1. Reproduction and Binding	\$ -
2. Plotting	\$ -
3. Transportation / Travel (Mileage will be IRS standard rate.)	\$ -
4. Overnight Deliveries	\$ -
5. 2-man Field Survey Truck and Equipment	\$ -

Total Other Direct Costs \$ -**SUBCONTRACTOR COSTS**

Potholing	\$ -
Aerial Mapping	\$ -

TOTAL COST

\$ 4,910.89

Atlantic Blvd Bridge Widening
Contract Amendment No. 6
Scope of Work Amendment
July 21, 2020

A scope amendment is required to redesign the power line relocation along the Atlantic Boulevard Bridge with the underground power line proposed to be split to hang below the east and west bridge overhangs near the south at-grade railroad crossing. This redesign requires the addition of a new subphase and revisions to traffic control plans in order to install the power line in the street across Atlantic Boulevard. The new subphase to the traffic control plans will require changes and additional work to the Temporary Railroad Grade Crossing Modification Plans, as captured in this contract amendment. Also, the previous contract is to expire on December 31, 2020 and a scope amendment is required to extend the contract from December 31, 2020 to December 31, 2021. The extended contract length of one year generates additional effort including additional general project management, meetings, and coordination with stakeholders, which is also captured in this contract amendment.

The Amendment No. 6 tasks outlined below are in addition to the tasks currently authorized on the project:

- Additional Temporary Railroad Grade Crossing Modification Plan will be needed for the addition of the subphase to Stage 2A of the traffic control plans.
- Revising the Temporary Railroad Grade Crossing Modification Plan for Stage 1A and the Temporary Railroad Grade Crossing Modification Plan for Stage 2B.
- Additional review of the new subphase and revised 100% Traffic Control Plans.
- Contract time extension for one year. PS&E services extended from December 31, 2020 through December 31, 2021.
- Additional general project management, meetings, and coordination services due to contract time extension.

The attached cost proposal details our expected costs and staff to complete this additional work. RailPros is requesting **\$13,559.44** in additional authorization.

We look forward to continuing to work with CNS and the City towards the successful completion of this project. Please feel free to contact us if you have any questions regarding this.

Casey Murdie, PE, TE
Project Manager



15265 Alton Parkway|Suite 140|Irvine|California|92618
Direct 949.383.2338 | Office 714.734.8765 | Mobile 949.939.0683
casey.murdie@railpros.com| www.railpros.com

1.0 PROJECT MANAGEMENT

1.01 Meetings and Coordination

Task Objective

RailPros shall participate in project meetings as specified below and perform general project coordination efforts with respective to the City, BNSF/LAJ, and design team staff.

RailPros Activities

Addition of the following scope to this task:

- General project coordination efforts to deliver a quality product through time extension (December 2020 – December 2021).
- Meetings: Participate in up to 14 meetings via conference call:
 - Monthly PDT meetings – up to 12 PDT meetings via conference call
 - Power Line Relocation Design Coordination Call – 1 additional meeting via conference call
 - Draft and Final Temporary Grade Crossing Modification Plan Revisions (Task 3.08) – 1 additional BNSF/LAJ coordination meeting via conference call

3.07 Review Stage Construction and Work Area Traffic Control Plans

Task Objective

RailPros will complete additional review and comment effort due to the revised and additional Stage Construction and Work Area Traffic Control plans completed for the power line relocation. The review will be completed in order to provide adequate motorist grade crossing guidance during all phases of construction.

RailPros Activities

Addition of the following scope to this task:

- Review revised and additional 100% Stage Construction and Work Area Traffic Control Plans provided for the power line relocation in regards to maintaining existing and constructing new railroad warning devices, in order to provide adequate motorist grade crossing guidance during all phases of construction.
- Prepare additional comments for the KOA design team staff's review and incorporation.

Task Deliverables

- Review and comments for the revised and additional 100% Stage Construction and Work Area Traffic Control Plans for the power line relocation in regards to maintaining existing and constructing new railroad warning devices, in order to provide adequate motorist grade crossing guidance during all phases of construction.

3.08 Temporary Grade Crossing Modification Plans (Draft, Final)

Task Objective

RailPros will provide 1 additional plan sheet to the Temporary Grade Crossing Modification Plans (Draft, Final) and revise 2 Temporary Grade Crossing Modification Plans (Draft, Final)

plans for the power line relocation. The new plan sheet and revision to 2 plan sheets are required in order to provide adequate motorist grade crossing guidance during all phases of construction. The Plans will not only become part of the plan set, but are a necessary addition to the GO 88-B application for each crossing in order to obtain BNSF and LAJ approval.

RailPros Activities

Addition of the following scope to this task:

- Provide new Temporary Grade Crossing Modification Plan for the addition of the subphase to Stage 2A of the traffic control plans. (1 total new plan sheet)
- Revise the Temporary Railroad Grade Crossing Modification Plan for Stage 1A and the Temporary Railroad Grade Crossing Modification Plan for Stage 2B. (2 total revised plan sheets)

Task Deliverables

- New Temporary Grade Crossing Modification Plan for the addition of the subphase to Stage 2A of the traffic control plans. (1 total new plan sheet)
- Revised Temporary Railroad Grade Crossing Modification Plan for Stage 1A and the Temporary Railroad Grade Crossing Modification Plan for Stage 2B. (2 total revised plan sheets)

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate (each of which shall constitute an original) as of _____.

CNS ENGINEERS, INC.
(PRIMARY CONSULTANT)

RAILPROS, INC.
(SUBCONSULTANT)



Karen Hankinson, PE, TE

Title: _____

Title: Vice President

Date: _____

Date: July 21, 2020

CITY OF VERNON (CLIENT)

Title: _____

Date: _____



Project: Rehabilitation of Atlantic Blvd Bridge over the Los Angeles River
Consultant: RailPros, Inc.

Contract Amendment No. 6

Task No.	Task Description (raw rate)	Casey Murdie \$ 63.54	Karen Hankinson \$ 95.22	Robert Williams \$ 66.35	Leah Russell \$ 29.40	Stephanie Schaubert \$ 25.72	Total Hours	Raw Labor Cost
1.0	Project Management (Dec 2020 to Dec 2021 - 1 year)							
1.01	Project Management, Meetings and Coordination (up to 12 PDT meetings via conference call, 1 Power Line Relocation Design Coordination Call and 1 BNSF/LAJ coordination meeting)	34	8			4	46	\$ 3,025.00
3.0	Railroad Design Coordination							
3.07	Review 100% Stage Construction and Work Area Traffic Control Plans (additional and revised plan review and comments)	2	1		4		7	\$ 339.90
3.08	Temporary Grade Crossing Modification Plans (Draft, Final) (1 new sheet and 2 revised sheets)	4	6		18		28	\$ 1,354.68
	Estimate to Complete	40	15	-	22	4	81	\$ 4,719.58

CITY OF VERNON

COST PROPOSAL

Federal Project No.:

Caltrans EA No.:

Date: 7/21/2020Project Name: Atlantic Blvd. Bridge over the Los Angeles RiverConsultant: RailPros, Inc.**DIRECT LABOR**

Classification	Name	Hourly Rate Range	Hours	Hourly Rate (2019)	Total
Project Manager	C. Murdie		40 @	\$ 63.54	\$ 2,541.60
Sr. Traffic Engineer	K. Hankinson		15 @	\$ 95.22	\$ 1,428.30
Engineer	R. Williams		0 @	\$ 66.35	\$ -
Engineer	L. Russell		22 @	\$ 29.40	\$ 646.80
Admin	S. Shaubert		4 @	\$ 25.72	\$ 102.88
			@	\$ -	\$ -
			@	\$ -	\$ -

Subtotal Direct Labor Costs \$ 4,719.58

Anticipated Salary Increases (3.35%) (Escalation) \$ 158.11

Total Direct Labor Costs (DLC) \$ 4,877.69**FRINGE BENEFITS**

Rate	Total
* %	
Total Fringe Benefits (FB)	\$ -

INDIRECT COSTS

	Total
Overhead (OH)	*
General and Administrative (G&A)	*
Total (* Combined FB, OH and G&A)	150 % \$ 7,316.53
Total Indirect Costs (IC)	\$ 7,316.53

FEE (PROFIT)

Rate	Total
10 %	\$ 1,219.42
Fee (DLC+FB+IC)	\$ 1,219.42

ESTIMATED OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.)

1. Reproduction and Binding	\$ -
2. Plotting	\$ -
3. Transportation / Travel (Mileage will be IRS standard rate.)	90 miles/trip; 3 trips \$ 145.80
4. Overnight Deliveries	\$ -
5. Video Survey	\$ -

Total Other Direct Costs \$ 145.80**SUBCONTRACTOR COSTS**

Total Cost \$ 13,559.44

**ADDITIONAL AUTHORIZATION REQUESTED FOR TOTAL COST TO COMPLETE
AND AMENDMENT No. 6:**

\$ 13,559.44

City Council Agenda Item Report

Agenda Item No. COV-351-2020
Submitted by: Lisa Pope
Submitting Department: City Clerk
Meeting Date: October 6, 2020

SUBJECT

Little Free Library Project

Recommendation:

Approve the Little Free Library project and allocate \$4,000 from Community Development Account No. 011.1070.797000 for the project.

Background:

At its June 2, 2020 meeting, the Board of Library Trustees established the Library Ad Hoc Committee (President Lopez and Trustee Menke) to work with staff to determine a plan to reestablish the Vernon Public Library. The ad hoc committee has met and recommended the Board of Library Trustees approve installation of Free Little Libraries as an interim measure.

The Board of Library Trustees will consider the proposed project at a special meeting on October 6, 2020 (Attachment 1). If approved, the Board will recommend the City Council allocate the necessary funds.

Fiscal Impact:

The cost to purchase the finished libraries and books is estimated at \$4,000. Public Works staff will complete the installation in the City's right-of-way. There are adequate funds in Community Development Account No. 011.1070.797000 for the project.

Attachments:

1. [Library Trustees - Free Little Library](#)

Board of Library Trustees Agenda Item Report

Agenda Item No. COV-372-2020
Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: October 6, 2020

SUBJECT

Update from the Board of Library Trustees Library Ad Hoc Committee (President Lopez and Trustee Menke)

Recommendation:

Receive update from the Library Ad Hoc Committee and approve the proposed Little Free Library project, recommending the City Council approve the associated funding.

Background:

At its June 2, 2020 meeting, the Board of Library Trustees established the Library Ad Hoc Committee (President Lopez and Trustee Menke) to work with staff to determine a plan to reestablish the Vernon Public Library.

The ad hoc committee met on July 7, 2020 and September 15, 2020, and discussed the following:

- 1) Goals for the Vernon Library including functional and virtual presence and containing Vernon history;
- 2) Locate prior library contents – staff located four pallets of boxes in the OE Clark Building;
- 3) Potential location for a physical library - staff contacted the Los Angeles County Library and was informed of options for establishing a library including: a) Establishing the City's own library and becoming an independent library jurisdiction; b) Contracting with a system such as the City of Los Angeles Public Library or County for library operation. This requires operational, legal and financial review as it involves a property tax assessment/transfers or other revenue transfers and an established agreement for provision of services; or c) Having a private firm run the library.
- 4) Investigate potential use of mobile classroom – bus is stored at OE Clark but is not owned by the City;
- 5) Investigate Vernon Branch – Leon H. Washington Jr. Memorial Branch Library, 4504 S. Central Avenue, Los Angeles, CA 90011 – currently closed due to COVID-19; and
- 6) In the interim, establish Little Free Libraries at Vernon Village Apartments and near the school.

The ad hoc committee decided to proceed with the easiest, least expensive means of providing reading materials to the Vernon community - Little Free Library (Attachment 1). The Little Free Library is a nonprofit organization with the mission of inspiring a love of reading, building community and providing book access for all through "take a book, share a book" book exchanges. Little Free Library was first started in 2009 and there are now over 100,000 registered Little Free Libraries in the United States and 108 other countries. In order to be officially called a Little Free Library, a free book exchange must be registered with an official charter sign and charter number.

The ad hoc committee members contacted Vernon City School and Vernon Village Apartments and obtained positive feedback on the idea of installing Little Libraries at their locations. Additionally, in order to serve other portions of the City, two additional locations are proposed. The public locations were selected based on heavy pedestrian activity and existing newspaper racks, indicating a higher probability of readership.

The ad hoc committee recommends the installation of a Little Free Library at the following four locations (Attachment 2):

1. Vernon City School - 2360 E. Vernon Avenue
2. Whole Foods Market Distribution Center, 5000 E. Pacific Boulevard
3. Arco on Soto Street near newspaper racks/bus stop
4. Vernon Village Park Apartments - 4675 E. 52nd Drive

The Chamber of Commerce agrees with the proposed locations and will work with local businesses to serve as stewards of the Little Free Library near their location. The Free Little Library project is one step towards reestablishing the Vernon Public Library. The Ad Hoc Committee will continue with its charge to come up with a plan.

The cost to purchase the finished libraries and books is estimated at \$4,000. Public Works staff will complete the installation in the City's right-of-way. There are adequate funds in Community Development Account No. 011.1070.797000 for the project and the ad hoc committee suggests the Board of Library Trustees recommend the City Council allocate said funds.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [About Little Free Library](#)
2. [Little Free Library Proposed Locations](#)



U a

About Us



Who We Are

Little Free Library is a nonprofit organization that inspires a love of reading, builds community, and sparks creativity by fostering neighborhood book exchanges around the world.

Through Little Free Library book exchanges, millions of books are exchanged each year, profoundly increasing access to books for readers of all ages and

backgrounds.

Why Does Book Access Matter?

Academically, children growing up in homes without books are on average [three years behind](#) children in homes with lots of books, even when controlled for other key factors. One of the most successful ways to improve the reading achievement of children is to increase their access to books, especially at home. But two out of three children living in poverty [have no books to call their own](#).

Little Free Library book-sharing boxes play an essential role by providing 24/7 access to books (and encouraging a love of reading!) in areas where books are scarce. At the Little Free Library nonprofit, we're working to fill book deserts and place libraries where they can make a big impact through our [Impact Library Program](#). We've donated more than 1,000 libraries through this program to-date.



Our Impact



100,000+ Libraries



100+ Countries



Millions of Books Exchanged Annually



Our staff is dedicated to increasing book access and forging community connections. We help people around the world start and maintain Little Free Library book exchanges. Watch the adjacent video to get a 30-second introduction to how Little Free Libraries work, and how you can start one, too!

We provide ongoing support to Little Free Library volunteer stewards, offering [free library-building instructions](#), an [online store](#) with pre-built library models and kits, access to free or discounted books, and an [e-newsletter](#) full of ideas and advice. Our [Action Book Club](#), which combines reading with community service, is open to all.

We also maintain a [world map of registered Little Free Library boxes](#) to help people find and share books wherever they are, and we have donated more than 1,000 Little Free Library book exchanges (and counting!) to communities where books are scarce through our [Impact Library Program](#).

Little Free Library Stats



3 out of 4 people report they've read a book they normally would not have read because of a Little Free Library



73% of people say they've met more neighbors because of a Little Free Library



92% of people say their neighborhood feels like a friendlier place because of a Little Free Library

Statistics are based on an informal survey of over 3,000 Little Free Library stewards and fans conducted by Little Free Library staff in October 2017.

Milestones and More Information

Learn about our impact last year! Read [Little Free Library's 2019 Annual Report](#) or our [2018 Annual Report](#).

We were recently named a [Top-Rated Nonprofit](#) by the Great Nonprofits Organization! Discover more of our [milestones and awards](#).

Little Free Library is also the recipient of the National Book Foundation's Innovations in Reading Prize, *Library Journal's* Movers and Shakers Award, the Women's National Book Association's Second Century Prize, the Force for Positive Change Award, and the Library of Congress Literacy Award.

Looking to learn more? Meet the [Little Free Library staff](#), learn [how Little Free Library got started](#), or check out our recent [media stories](#).

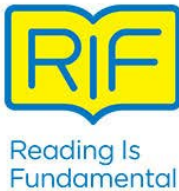
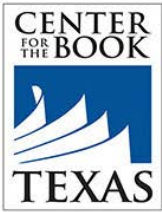
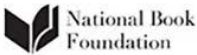
If you're a member of the press, please review our [press resources](#).





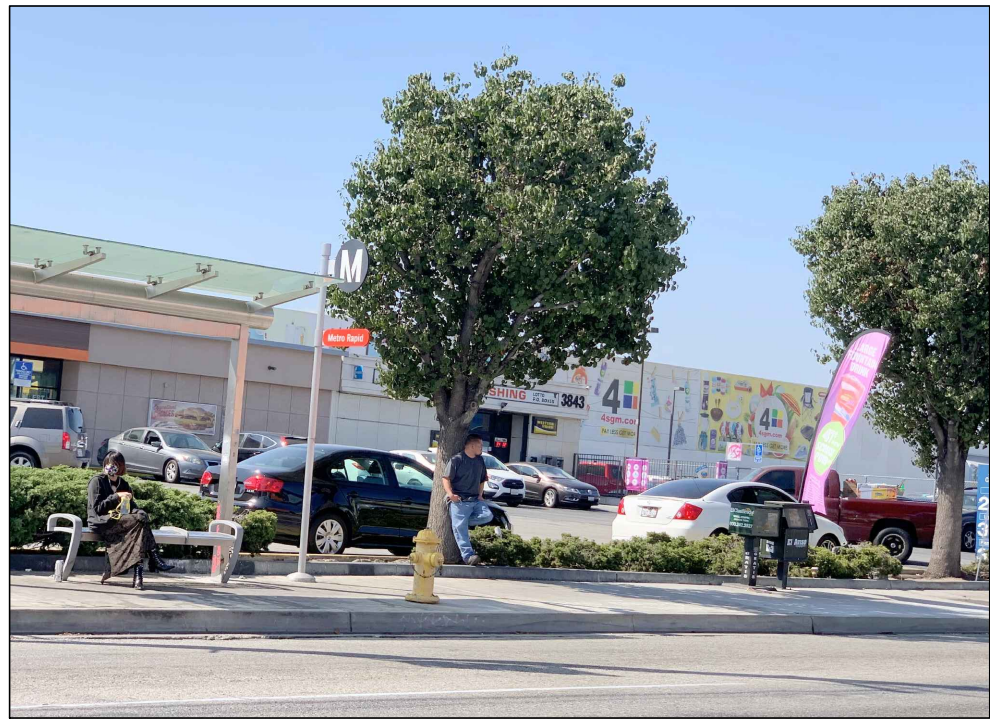
Partners and Friends





CITY OF VERNON

LITTLE FREE LIBRARY PROPOSED LOCATIONS



3031 E. VERNON AVE.

- ON SOTO STREET
- NEAR THE NEWSPAPER RACKS



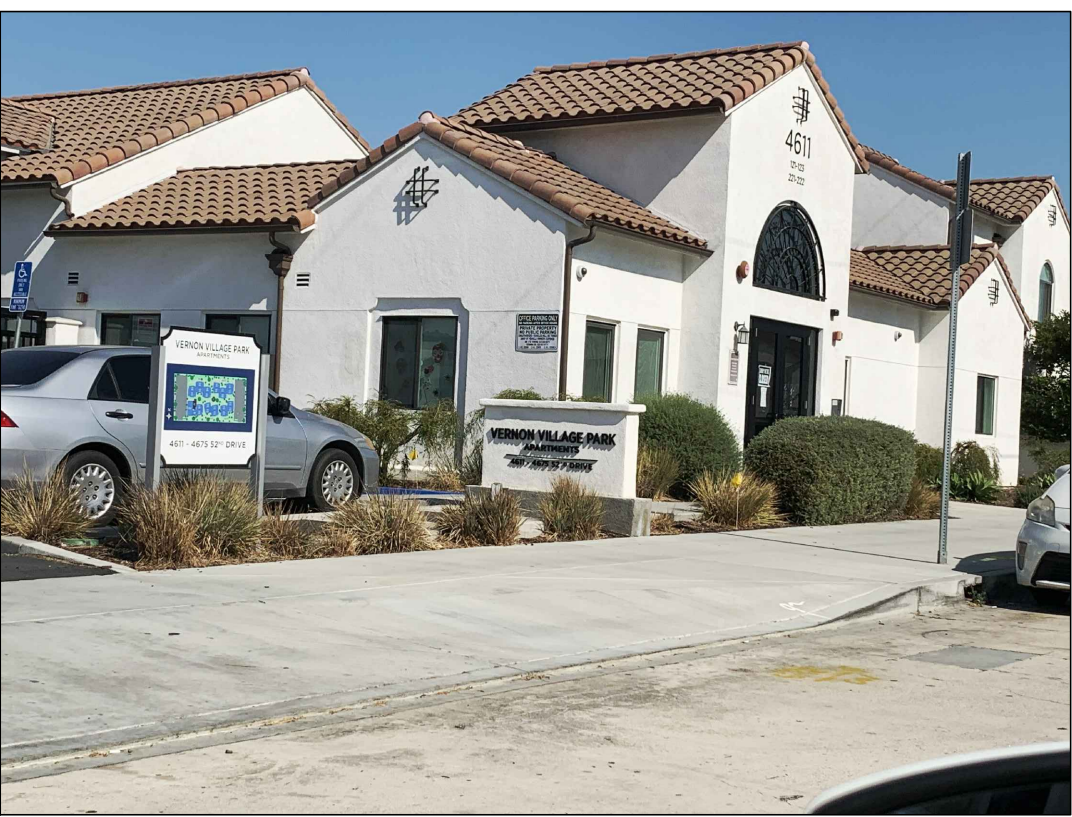
2360 E. VERNON AVE.

- VERNON CITY SCHOOL
- BY THE UTILITY PEDESTAL



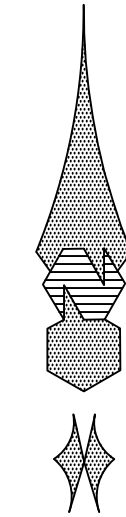
5000 E. PACIFIC BLVD.

- WHOLE FOODS MARKET DISTRIBUTION CENTER
- NEAR FOOD TRUCK PARKING



4675 E. 52ND DRIVE

- VERNON VILLAGE PARK APARTMENTS
- BY MAIN ENTRANCE, WEST SIDE OF DRIVEWAY



City Council Agenda Item Report

Agenda Item No. COV-331-2020

Submitted by: Daniel Wall

Submitting Department: Public Works

Meeting Date: October 6, 2020

SUBJECT

Services Agreement with Arroyo Group for Preparation of Mixed-Use Specific Plan and Program Environmental Impact Report (EIR) Preparation (West-Side Project)

Recommendation:

A. Find that the proposed action is exempt under the California Environmental Quality Act (CEQA) review, because it is a continuing administrative activity that will not result in any direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378. As indicated in the Staff Report, one of the outcomes of the proposed action is to develop a Program Environmental Impact Report (PEIR) for potential project(s), and any required environmental impact analysis will be conducted at the appropriate project phase; and

B. Approve and authorize the City Administrator to execute the agreement between the City of Vernon and the Arroyo Group for the preparation of the Mixed-Use Specific Plan and Program EIR and the preparation of the General Plan and Housing Element Updates for a total not-to-exceed amount of \$545,890.

Background:

A document called the "general plan" establishes the overall framework for a City's development. It provides a long-term vision for the community's growth. That vision includes goals, policies and maps to guide decision making on zoning and specific projects. General plans cover all land in a city. Specific plans cover smaller areas and outline which land uses can occur in the area. Specific plans also set limits on the type of land use, the types of buildings; the intensity of development; and what structures will look like. Specific plans guide zoning rules, subdivisions, public facilities, and future development agreements for a given area. With its proximity to the Arts District and the rest of Downtown Los Angeles; its availability for additional housing, hospitality, and retail; and its inventory of older warehouse and manufacturing facilities, the western edge of Vernon presents significant opportunity for new development.

At its May 19, 2020 meeting, the Vernon City Council authorized the advertisement of the Mixed-Use Specific Plan and Program Environmental Impact Report (EIR) Preparation Request for Proposal (RFP). Eleven proposals were received by the July 1 deadline. The proposals were reviewed and scored by a three-person panel. The three consultant teams that submitted the highest scoring of the proposals were each invited to make a presentation to a four-person panel on August 20, 2020. The panel deemed that the Arroyo Group was the consultant most qualified for this work.

The Arroyo Group has assembled a team with experience in mixed-use development and adaptive reuse to produce a specific plan for the west side of Vernon. The plan will represent a vision of economic vitality and make the specific plan area attractive for private investment in hospitality and retail operations, housing development, and all other business services that will support realization of the vision. The goals of this effort include strengthening the economic vitality and aesthetic character of the specific plan area through the establishment of a mixed-use district while:

- Leveraging its location adjacent to the Arts District and Downtown Los Angeles to bring about revitalization;
- Creating a strong community identity and sense of place;
- Increasing the level of goods and services available to residents of the community;
- Providing new employment and housing opportunities;
- Developing a unique destination point which attracts shoppers/diners from outside the community; and
- Strengthening the City's tax base.

The Arroyo Group will also prepare a Program Environmental Impact Report (PEIR). A PEIR is an EIR that is prepared for a series of actions that can be characterized as one large project, and are related either geographically, or as individual activities carried out under the same statutory authority, and having generally similar environmental effects which can be mitigated in similar ways. The use of a PEIR can provide the following advantages. The PEIR can provide a more exhaustive consideration of effects and alternatives than would be practical in an EIR on an individual project, ensure consideration of cumulative impacts that might be slighted in a case-by-case analysis, avoid needless reconsideration of basic policy considerations, and allow the City to consider broad policy alternatives and program wide mitigation measures at an early time when there is greater flexibility to deal with basic problems or cumulative impacts. Based on economic analysis of potential future development under the specific plan, the PEIR will make assumptions about the amount of the different types of development that will take place in the specific plan area as a whole at build out and study the impacts of this development. Eliminating the need for project by project environmental impact studies and proactively establishing required environmental mitigation removes a major source of uncertainty from the front end of the development process and signals to the real estate community that Vernon is ready to embrace development. In addition the preparing the Specific Plan and the PEIR, the Arroyo Group is tasked with updating the General Plan where necessary to facilitate implementation of the Specific Plan.

The creation of the specific plan and the PEIR will be a collaborative effort with a 20-month schedule. Input from stakeholders will be actively solicited during the process through a variety of community meetings and Public Hearings. A dedicated specific plan website will be maintained to provide information to the public and receive comment as the plan and supporting documents are developed.

To ensure compatibility with the Specific Plan, Vernon's General Plan will need to be updated. Additionally, Vernon's Housing Element must also be updated and submitted for approval to the California Department of Housing and Community Development, prior to its expiration in 2021. Both of these additional tasks have been included in the agreement with the Arroyo Group.

The proposed agreement with Arroyo Group has been reviewed and approved by the City Attorney's Office.

Fiscal Impact:

The agreement with the Arroyo Group spans two fiscal years and has a total cost of \$545,890. The Fiscal Year 2020-21 Budget for General Fund Account 1041 includes a combined \$390,000 for the preparation of the Specific Plan and the General Plan and Housing Element Updates and sufficient funds will be budgeted accordingly in the budget for FY 2021-22.

Attachments:

1. [Services Agreement with Arroyo Group](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND THE ARROYO
GROUP FOR PREPARATION OF THE WESTSIDE SPECIFIC PLAN AND PROGRAM
EIR

COVER PAGE

Contractor:	The Arroyo Group
Responsible Principal of Contractor:	Phillip Burns, AICP, President
Notice Information - Contractor:	The Arroyo Group 40 E. Colorado Blvd., Suite B Pasadena, CA 91105-1902 Attention: Phillip Burns, AICP, President Phone: (626) 795-9771
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention Daniel S. Wall, P.E. Director of Public Works Telephone: (323) 583-8811 ext. 305
Commencement Date:	October, 6, 2020
Termination Date:	December 31, 2022
Consideration:	Total not to exceed \$545,890.00 (includes all applicable sales tax); and more particularly described in Exhibit B
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND THE ARROYO GROUP FOR PREPARATION OF THE WESTSIDE SPECIFIC PLAN AND PROGRAM EIR

This Contract is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and The Arroyo Group, a California corporation ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on October 6, 2020.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the City's Request for Proposals issued on or about May 19, 2020, and titled Mixed-Use Specific Plan and Program EIR Preparation, and Contractor's proposal to the City ("Proposal") dated July, 1 2020 and September 14, 2020, Exhibit "A", a copy which is attached to and incorporated into this Contract by reference.

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

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

3.0 PERSONNEL.

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

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

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

4.0 TERM The term of this Contract shall commence on October 6, 2020, and it shall continue until December 31, 2022, 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 five hundred forty-five thousand eight-hundred and ninety dollars (\$545,890.00) 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 "B," if the extra work has been approved by the City.

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

6.0 PAYMENT.

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

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

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

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

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

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

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

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

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

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

- i. Automobile Liability with minimum limits of at least \$1,000,000 combined single limit, including owned, hired, and non-owned liability coverage.
- ii. Contractor agrees to subrogate automobile liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services.
- iii. General Liability with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Contractor's performance of this Contract.

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

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

- iv. Professional Errors and Omissions coverage in a sum of at least \$1,000,000, where such risk is applicable. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate. Contractor shall maintain such coverage for at least one (1) year after the termination of this Agreement.
- v. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. In addition, Contractor shall require each subcontractor to similarly maintain workers' compensation insurance in accordance with the laws for California for all of the subcontractor's employees. Compliance is accomplished in one of the following manners:
 - (1) Provide copy of permissive self-insurance certificate approved by the State of California; or
 - (2) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or
 - (3) Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.
- vi. Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.
- vii. Insurance shall be placed with insurers with a Best's rating of no less than A-VIII
- viii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a

person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

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

11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

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

independent contractors, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

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

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

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

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

11.5 RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

11.9 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof, including but without limitation, the Vernon Living Wage Ordinance. Violation of any law material to performance of

this Contract shall entitle the City to terminate the Contract and otherwise pursue its remedies. Further, if the Contractor performs any work knowing it to be contrary to such laws, rules, and regulations Contractor shall be solely responsible for all costs arising therefrom.

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

11.11 INTERPRETATION.

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

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

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

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

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

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

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

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

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

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

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified

mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon
Attention: Public Works Director
4305 Santa Fe Avenue
Vernon, CA 90058

If to the Contractor:

The Arroyo Group
Attention: Phillip Burns, AICP, President
40 E. Colorado Blvd., Suite B
Pasadena, CA 91105-1902

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

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

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

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall

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

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

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

11.20 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access

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

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

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

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

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

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

compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

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

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

[Signatures Begin on Next Page].

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

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

By: _____
Carlos R. Fandino Jr.,
City Administrator

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
Interim City Attorney

The Arroyo Group, a California corporation

By: _____

Name: _____

Title: _____

By: _____

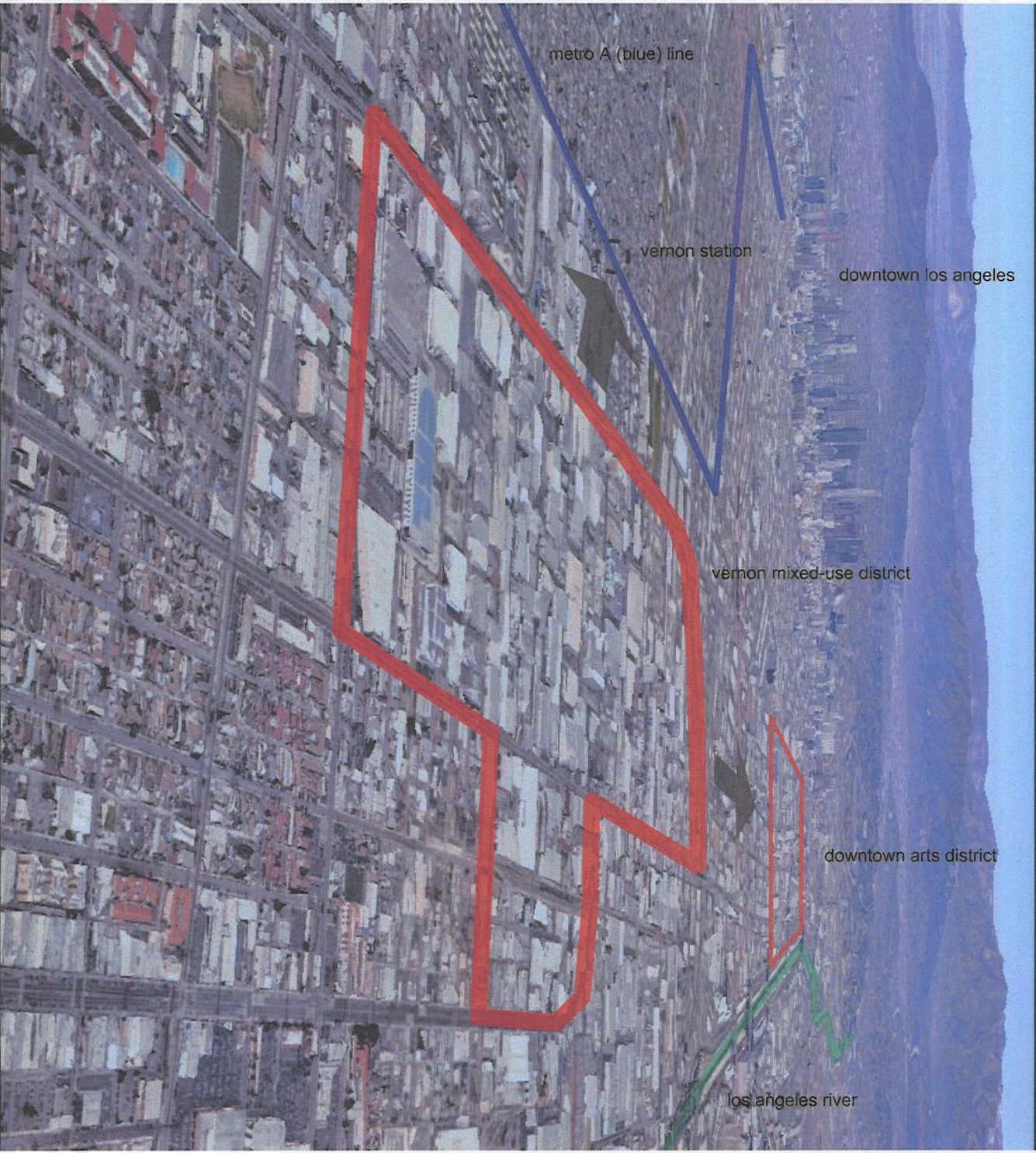
Name: _____

Title: _____

EXHIBIT A
CONTRACTOR'S PROPOSAL

JULY 1, 2020

PROPOSAL TO THE CITY OF VERNON FOR THE MIXED-USE SPECIFIC PLAN AND PROGRAM EIR PREPARATION



The Arroyo Group Planning, Engagement, Project Management

Lorcan O'Herrily Architects Urban Design

Nelson-Nygaard Transportation

HR&A Advisors Economics

Sherwood Design Engineers Civil Engineering

ITERIS Traffic Analysis

Impact Sciences Environmental



L
OH
A

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Team Profile

Project Examples

Inglewood Transit Oriented Development Plans and Design Guidelines - Inglewood, CA

Compton Station Specific Plan - Compton, CA

Northwest Detroit Neighborhood Study - Detroit, MI

Arts District Projects - Los Angeles, CA

City Market of Los Angeles - Los Angeles, CA

Commerce General Plan Update - Commerce, CA

San Mateo Green Streets and Parking Lot Design Guidelines - San Mateo County, CA

Implementing Context-Sensitive Design on Multimodal Thoroughfares: A Practitioner's Handbook -

Institute of Transportation Engineers

Harbor LA Community Plan Update EIR - Los Angeles, CA

Boyle Heights Community Plan Update EIR - Los Angeles, CA

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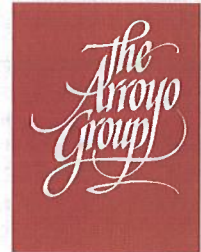
Figure 4 - Budget.....22

strong vision hot spots
hybrid industrial adjacencies and connectivity
retaining character
reusable space
resilience arts and culture
regulation
catalyst mixed-use

July 1, 2020

PLANNERS, URBAN DESIGNERS & ARCHITECTS

City of Vernon
Public Works Department
Attention: Daniel S. Wall, P.E., Director of Public Works
City of Vernon Mixed-Use Specific Plan and Program EIR Preparation
4305 S. Santa Fe Avenue
Vernon, CA 90058



Dear Mr. Wall and Members of the Selection Committee:

On behalf of our team, **The Arroyo Group** is pleased to submit this proposal to the City of Vernon to prepare the Mixed-Use District Specific Plan and Program EIR. We have been preparing Specific Plans for mixed-use districts throughout Southern California for forty-five years and are extremely excited about the opportunity to work with you on this forward-thinking, unique and promising project.

In this proposal, we are closely supported by **Lorcan O'Herlihy Architects (LOHA)**, a thought and practice leader in architecture and urban design that has been instrumental in the creative redevelopment of the Los Angeles Arts District and revitalizing neighborhoods in Detroit.

40 E COLORADO BOULEVARD

SUITE B

The Arroyo Group and LOHA are accompanied by other leading firms in key disciplines:

- **Nelson\Nygaard** (Transportation) is a national leader in progressive transportation and parking planning and street design who will help us plan a pedestrian- and bike-friendly district that also accommodates the large amount of heavy truck traffic in the area.
- **HR&A Advisors** (Economics) is among the region's most trusted real estate and economics firms and has worked on mixed-use developments and long-range planning documents in nearby industrial areas.
- **Sherwood Design Engineers** (Infrastructure) is a civil engineering and engineering planning firm with special expertise in green stormwater infrastructure. Sherwood will help us think at the district scale to help plan sustainable and resilient infrastructure systems for the future.
- **Iteris** (Traffic Analysis) has performed traffic impact analysis for many of The Arroyo Group's Specific Plans.
- **Impact Sciences** (Environmental) has partnered with The Arroyo Group on several Specific Plan EIRs and has conducted recent Program EIRs for environmentally impacted communities in Boyle Heights and the Los Angeles Harbor.

PASADENA

CALIFORNIA

91105-1902

VOICE 626 795.9771

We believe you should choose The Arroyo Group + LOHA Team because:

1. We have a long track record in preparing **adopted, constructed and award-winning Specific Plans for mixed-use districts** all over Southern California, and especially in greater South Los Angeles and the Gateway Cities.
2. We have an **experienced, talented and accessible multi-disciplinary team** that will provide Principal-level attention to our work.
3. We **understand the potentials** for Vernon's westside from our previous work on urban mixed-use districts, arts districts, R&D campuses, brownfield development, open spaces/urban trails, and process retail outlets.
4. **Our approach** sets out a process for establishing a coherent, viable and exciting vision for the project area that animates the Specific Plan's regulations and informs a robust implementation strategy, including ready-to-go catalytic site development concepts. Time and again we have been able to develop a consensus vision for mixed-use areas in communities with diverse interests, and we will do the same in Vernon.

Thank you for the opportunity to submit our proposal, which represents our understanding of the approach and services that will best serve the City's needs for this district. We are open to refining the proposal with you in order to meet budgetary limitations or other recommended changes. Our proposal is valid for ninety (90) days, and we look forward to discussing it in detail with you.

Respectfully,



Philip Burns, AICP, Principal and President
The Arroyo Group, a California Subchapter S corporation
323.382.2402, phil@arroyogroup.com

INTRODUCTION



There is no place like Vernon in Southern California. Today, in a moment of flux in so many ways in our society, the westside of Vernon presents unique and exciting opportunities to diversify itself, creating a more economically, socially and environmentally resilient community for the future.

Vernon has a unique opportunity to leverage its distinctive character and land use pattern to become known as a place that facilitates and supports innovation in all forms of productive industry, and incorporates other uses in a complementary fashion. Past experience working in similar distinctive contexts, such as the Arts District, Inglewood and areas of Detroit, has taught us how outwardly challenging issues can be transitioned into opportunities.

It is easy for us to envision how Vernon could become attractive to California's largest companies looking for spaces located centrally in a dense urban setting for their **innovation campuses** where they can research and develop their products in an efficient manner, and in doing so add more public and active uses to the district. LOHA is currently working on such a project in the nearby Goodyear Tract. At the same time, individual **artists** and small **fashion companies** are already present in Vernon and present another potential avenue for activation. And all manner of users, including the City's 50,000 current employees, would seem to generate demand for **restaurants**, other **commercial services**, and potentially, **residential units**. However, in order to realize any of these potentials, this Plan must do several things:

1. We must establish a coherent vision. While our direction is to create a mixed-use district, there are many possible directions to pursue. What kind of place will it be? Who can it attract, and why will it appeal to them? What special experience can it offer? What will make it most attractive to Property Developers and other Investors? The Arroyo Group's Specific Plans are based on clear visions that are responsive to the community, and economic realities and create a special sense of place. We set out a clear process for establishing this vision in Section C, "General Scope of Work."



2. We must understand the forces that most dramatically impact the future of Vernon. As we have described, economic shifts are propelling new opportunities toward the City. At the same time, businesses in Vernon today derive a high amount of value from their current location. We will listen attentively to their concerns, needs and desires in order to develop a plan that is responsive to them.

3. We must understand the forces that have shaped the Arts District and other similar areas in order to plan for transition and revitalization. From assisting in creating the Arts District's Hybrid Industrial Live/Work Ordinance and other development projects in the district, LOHA is able to take stock of the district's many successes and lessons, innovations and lessons learned for the benefit of Vernon. We also have access to many of the Arts District's group of key collaborators and partners that provide invaluable experience and access to resources in a variety of capacities for the City.

4. We must evaluate potentials for adaptive reuse. While most planners focus on ground-up development, we have equal expertise in planning for adaptive and transformative reuse, from The Arroyo Group's Plan for Old Pasadena to LOHA's many industrial building reuse projects.

5. We must establish a public realm that will be compatible with more diverse land uses. As described in Section D "Scope of Work," we consider all aspects of the public realm in our design of complete streets and other public spaces.

6. We must establish an appropriate amount of control over the future direction of the district. This area needs a lot of flexibility in order to flourish, yet at the same time, there is also a degree of control needed in order to establish pedestrian-friendly areas and protect sensitive uses. With our team's diversity of disciplines and places of practice (which include California, Michigan, the Middle East, and Latin America), we will be creative about how to structure zoning and other regulations and guidelines.



GENERAL SCOPE OF WORK



The following describes how The Arroyo Group + LOHA Team will establish a coherent, exciting and viable Vision, effective and supportive Regulations, and a road map for Implementation, with effective Project Management and appropriate Community Engagement throughout. Although these sections are listed sequentially, we anticipate these services will be undertaken concurrently and work back-and-forth to inform each other throughout the life of the planning process. A more detailed task-based depiction of the process has been included in this proposal in Section D, "Work Plan". A sequential depiction of the proposed planning process has been included in Figure 3 - Schedule.

VISION

The process of transforming a place, a district, a city into something new and special, into a vibrant destination, takes commitment to creating a solid, foundational vision and then a well-organized road map to be able to execute that vision over time. While the vision for the Vernon Mixed-Use District is not known at this time, we do know the process that can help craft that vision, which will be ultimately expressed through a Vision Statement and Urban Design Framework highlighting key districts, uses, mobility connections, open spaces, and catalytic development sites.

1. Understand City Goals

We will draw from City staff & Council interviews as a way to understand and formalize more detailed project objectives and to best orient the planning process to achieve those goals. These goals will be refined throughout the process through community engagement and ongoing work.

2. Describe and Map Assets and Opportunities

A notable aspect of our visioning approach is the process of unraveling the often-complicated dynamics and interrelationships that make up the existing City and its urban fabric. Creating a series of study lenses will allow us to better understand how the individual parts and systems of the district are working, and to then isolate potential opportunities for improvement. A rigorous baseline study process, described in Task 2 of the Work Plan, will be important to determining what is existing in the study area and how we can best start to define those conditions for project opportunities. Some of those key opportunities to understand and map include, but are not limited to:

- Existing users, especially in potential future growth industries such as the arts and fashion, and the value they derive from locating in Vernon.

- Opportunity properties (City-owned, vacant, and underutilized parcels)
- Market review information, focused on potential users including large creative R&D facilities, loft residential, restaurant, "process retail" (joint fabrication/production and sales) and educational institutions.
- Historic and/or large floor plate structures suitable for adaptive reuse.
- Areas that might be suitable for residential uses, separated from heavy polluters.
- Proximity and connection opportunities to Metro Vernon and Slauson Stations, and bus routes

3. Identify and Characterize 'Hot Spots'

Overlaying where opportunities are aggregating throughout the district will help us target potential opportunity sites and districts for catalyst developments with the most impact potential and which will represent the growth nodes for the revitalization of the area. Target land uses and accompanying open spaces will be identified. A unique opportunity in this community will be to pair distinctly natural and industrial spaces in context; each making the other all the more interesting based upon this unfamiliar proximity.

4. Connect Hot Spots and Key Outside Destinations

In order to be recognizable and functional as a district (or series of districts), hot spots must be linked together through streetscapes, open spaces and active transportation connections. Potentials analyzed will include:

- Creation of a mixed-use supportive streetscape on Vernon Avenue with potential road diet
- Repurposing the BNSF rail line into a shared-use path connecting the Rail-to-Rail and LA River bike paths
- Traffic calming, right-of-way reallocation and/or off-peak street parking on Santa Fe Avenue, with potential redistribution of truck and other through trips to Alameda Street or Alameda Street East
- Opportunities to create north-south connections through streets, easements, etc.
- Opportunities to large or district-wide open spaces

See Figure 1 - Vision/Urban Design Framework Process for an illustration of how steps 2-4 could be carried out in this area.

C. General Scope of Work

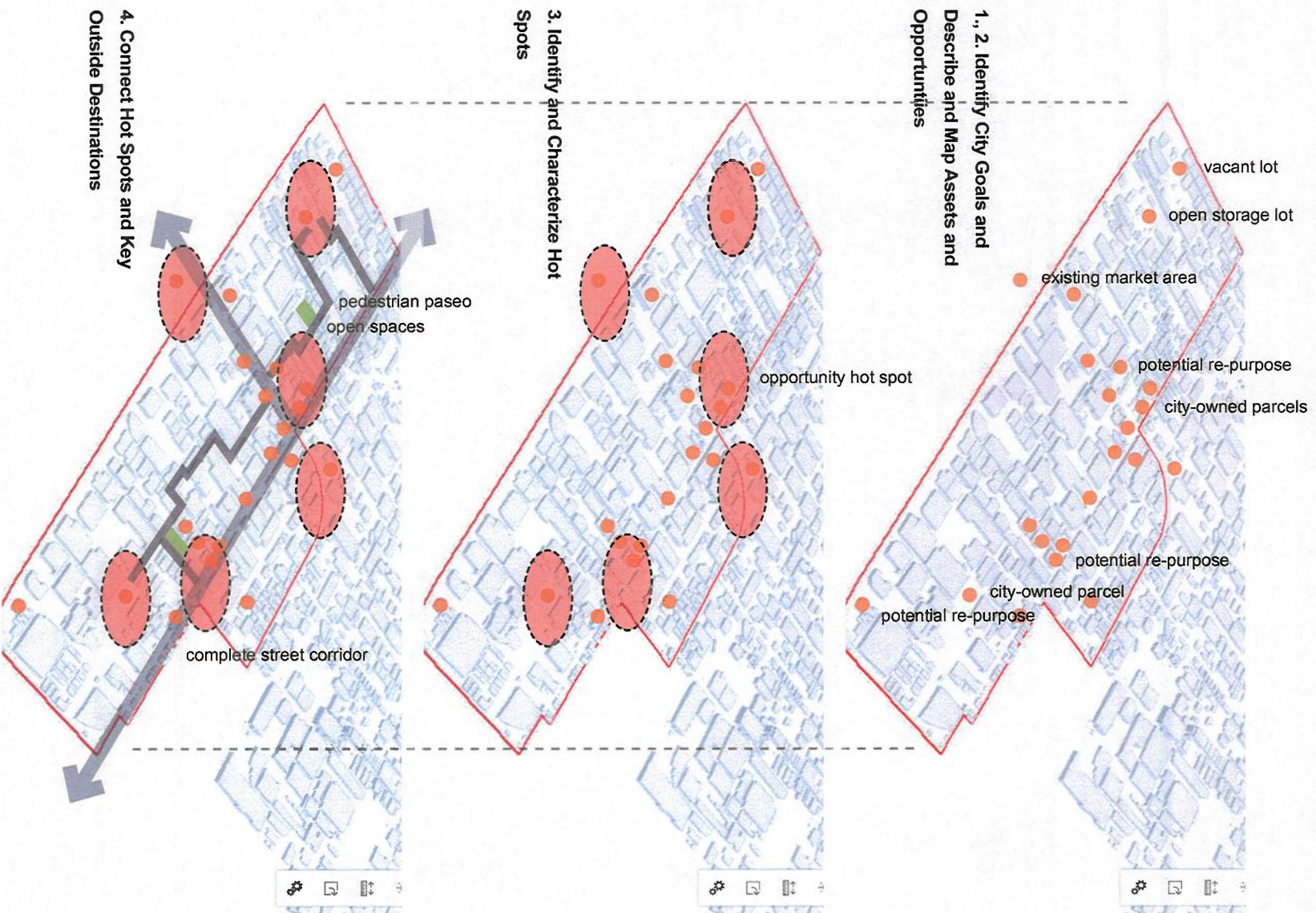


FIGURE 1 - VISION/URBAN DESIGN FRAMEWORK PROCESS

C. General Scope of Work

REGULATION

The project will provide two primary tools for accomplishing the established vision and goals: a Specific Plan, and a Program Environmental Impact Report (EIR). The Specific Plan, prepared by The Arroyo Group, will offer the opportunity to craft unique development regulations and design guidelines for this well-defined district of the community, and the Program EIR, prepared by Impact Sciences, will provide a vehicle for streamlining regulatory approvals to yield expedited environmental review of individual development projects. Each of our firms has a wealth of experience producing each of these documents that meet all legal standards and local requirements. Some of the key issues for regulations in this Specific Plan include:

Use Regulations

Much of the opportunity for creative growth comes from the unconventional mixing of industrial, office and retail uses, with potentials for residential as well. At the same time, there are uses that will need to be appropriately separated due to pollution of various types or access issues. Mapping and evaluation of existing polluting uses will be an important input into the establishment of land use districts. Impact Sciences possesses significant experience on this issue from their recent preparation of the Harbor LA and Boyle Heights Community Plan EIRs.

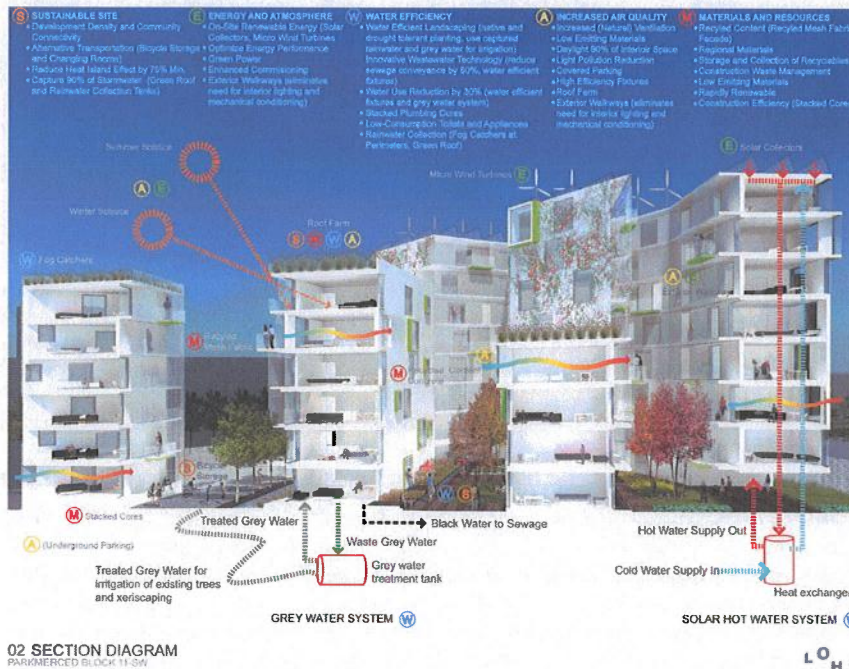
Thus, we do not anticipate that there will be one singular district across the entirety of the Specific Plan area. The Specific Plan will define new zoning districts or overlays with specific land uses and development standards for each.

Design Guidelines

We say that our design guidelines seek to "prevent disaster and inspire greatness." Design guidelines provide required and recommended practices for elements of developments such as site planning, building massing and form, materials and finishes, street frontage standards, outdoor dining, residential open space, lighting, parking, etc. Given the nature of this area, a significant degree of flexibility needs to be allowed for. At the same time, site-specific design guidelines are also an option. We prepare them to demonstrate a desired development form for unique, major sites (such as the catalytic sites to be analyzed in Task 3.10), and create developments that mold the overall urban design framework of the area.

Public Realm Standards

The public realm serves multiple functions in a city; it is the city's lifeblood. We will provide development standards and concepts for many elements of streets and other elements of the public realm, including street tree palette and standards, street cross-sections, sidewalks, curbs, public art, green infrastructure, etc.



IMPLEMENTATION

The preparation of a planning document is not enough to achieve a transformative vision. The effort must also create an implementation strategy to move the Plan from dream to reality. The experience of our team at all phases of work, from pre-planning to implementation, is one of the unique qualities that we bring to this project and it allows us to form plans based upon end-user perspectives. Special contributors to this aspect of the project, include The Arroyo Group Principal Planner Robert Paternoster (public-sector management of development strategy), LOHA (architectural design of adaptive reuse and new construction projects), and HR&A (real estate advising to developers).

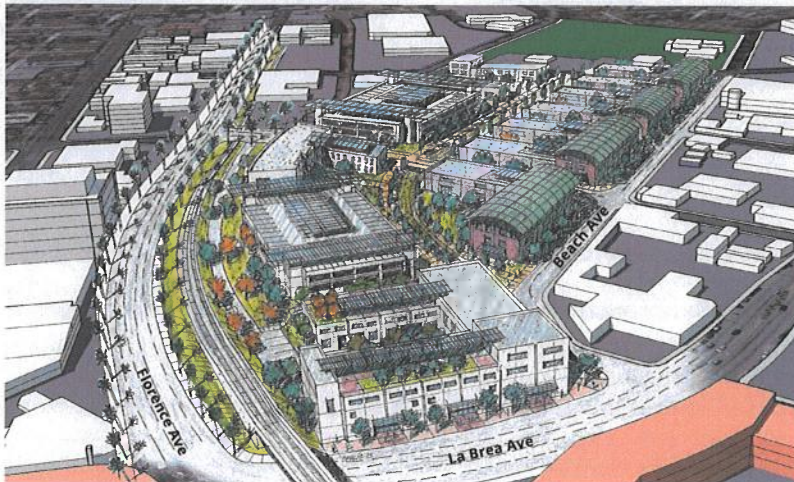
Key components of the implementation strategy include:

- Phasing - A phased approach that follows a fixed plan is critical in developing a successful revitalization project. Our early-phase identification of structures that are prime candidates for adaptive re-use, vacant or underutilized parcels or structures for reactivation, and abandoned transportation or infrastructural features allows us to understand immediate development opportunities and later-stage opportunities. We will also consider the interrelation of public improvements and development in a phasing strategy.
- Catalytic Projects (Private Realm) - Seven potential catalytic projects will be identified; the proposed projects on three City-owned sites plus four projects identified by The Arroyo Group + LOHA Team. These projects will be coordinated with property owners and have coordinated

design and proforma analysis in order to "hand off" a ready-to-go project to the owners or develop an RFP for public sites.

- Capital Improvement Projects (Public Realm) - The Arroyo Group team will assist the City develop a list of potential public realm improvement projects that reinforce the vision of the Specific Plan.
- Funding - HR&A will assist the team in developing appropriate financing strategies, but all team members will support in preparing a list of funding sources for public- and private-sector projects. In 2019, The Arroyo Group completed a First/Last Mile Plan for Metro (Foothill Gold Line Extension 2B) which prepared for approximately 400 identified active and public transportation projects for grant applications.

LOHA's work in Detroit provides a good example of how plans can set up development to occur. The Northwest Detroit plan started with analysis to identify implementation districts among a 7.2 square mile area. LOHA zoomed into several points of emphasis and developed district plans reactivating City-owned assets and proposing new ground-up projects to serve as catalyst development for surrounding areas. Beginning from this zoomed-out planning perspective, LOHA has been able to carry the same projects all the way from initial planning and identification to implementation, and are currently in construction, consulting as architect, on a number of the originally proposed structures. To enable the projects to be built, LOHA developed investment memos that relied upon brownfield, green building, and revitalization tax credits and Opportunity Zone financing incentives as a few of the funding sources.



In Inglewood, The Arroyo Group outlined a catalytic project for a tech campus on a City-owned site. This project was coordinated with a pro forma analysis

C. General Scope of Work

PROJECT MANAGEMENT

The Arroyo Group was birthed out of a multidisciplinary approach and has for decades executed projects by assembling and managing multidisciplinary teams. Our firm is named after The Arroyo Guild, a collaborative assembly of circa 1900 architects, planners, engineers, artists, craftsmen and performers who lived along the Arroyo Seco in Pasadena. Similarly, our multidisciplinary team will be involved at key steps of the process to ensure that we are not leaving any "holes" in our project that we will later need to make up for.

The project will be managed by The Arroyo Group Principal Philip Burns, who has managed five Specific Plans over the past year and a half. Sr. Associate Lance Lowrey, who has a background in landscape architecture, green infrastructure, and pedestrian-friendly streetscape design, as well as Arts District mixed-use projects, will lead design aspects of the project in close coordination with LOHA Principal Ian Dickenson.

Our commitment to quality is demonstrated by the high level and community specificity of each of our work products, no matter what the budget. Principals and senior staff do not merely manage; we do the work as well. Major deliverables will be reviewed by Principal Planner Robert Paternoster.

As Figure 2 (Team Organization) shows, we work as an extension of City staff and through City staff, work collaboratively with the community and City leadership. Philip Burns will be the City's primary point of contact for all matters concerning the contract. Figure 2 also shows all firm contact persons.

As shown in Figure 3 in Section D, we are confident we can complete the project in 20 months. The Arroyo Group has a long history of completing projects on time and on budget. The Downtown Inglewood and Fairview Heights TOD Plan, for example, was completed on budget in seventeen months. In order to assist in communication, we will maintain an up to date project schedule and provide monthly status reports on technical progress and the budget.

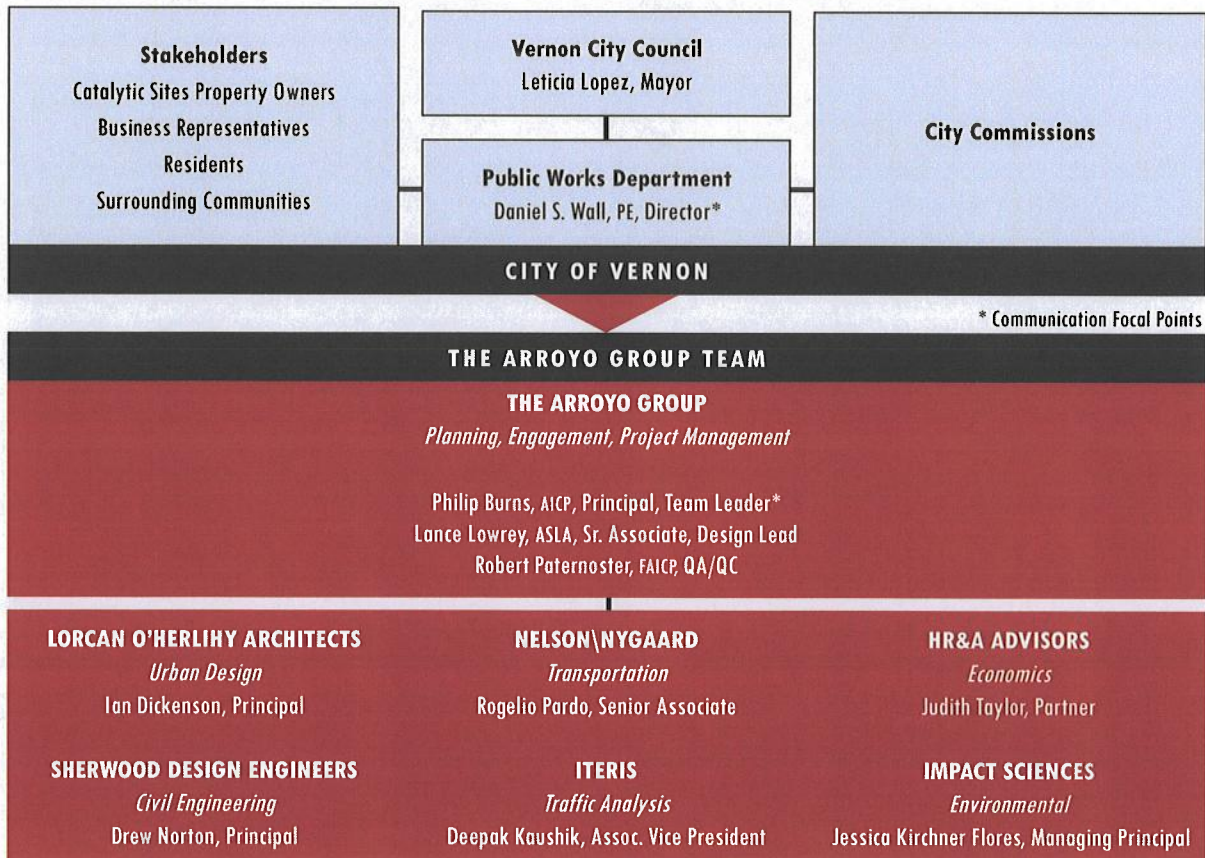


FIGURE 2 - TEAM ORGANIZATION

C. General Scope of Work

COMMUNITY ENGAGEMENT

Community input will drive each stage of our process (Vision, Regulation, Implementation) and each of our staff members is trained to gather community input and respond to community concerns in a dynamic but respectful fashion. We execute robust outreach campaigns ourselves because we believe this creates a more responsive design process.

Key stakeholders to engage will include City Council members, Commissioners, property owners and business owners. Each has a distinct role to play:

- City Councilmembers will set the broad goals for the project and will be consulted at the very beginning of the process. There will also be a midpoint study session and final public hearing.
- Commissioners provide a more technical and detailed review than Councilmembers. They will be consulted after completion of the land use and urban design concept.
- Property owners of catalytic sites will be consulted during the development of catalytic site concepts, and other property owners will be engaged during design and informational workshops.
- Business representatives (including owners, workers, and artists) will contribute their needs and concerns about change. They will be engaged during design and informational workshops.



The Arroyo Group's Compton Station Specific Plan has included mayoral interviews and extensive and creative online public outreach including social media, videos, surveys and a website. We also recently converted a workshop in a First/Last Mile project in Glendora to an online commenting portal after the March stay-at-home orders.

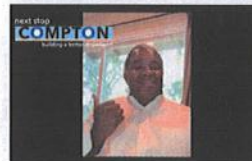
- The outside community should be invited to participate in design and informational workshops as well. We anticipate interest from the arts community, the environmental justice community and from nearby residents (LA City, LA County and Huntington Park). Project Manager Philip Burns is fully bilingual in English and Spanish, and we can thus accommodate Spanish-language input.

Our design workshops involve an educational component and a hands-on response. Though they are described in our Scope of Work as in-person sessions, they may also be substituted with digital activities led by our outreach specialist and Senior Associate Anton Anderson. Digital methods currently being employed by our firm during COVID-19 include:

- Video presentations broadcast on YouTube and local cable, paired with online surveys to gauge responses
- Consistent social media campaign with educational posts, input-seeking posts and promotional posts
- Moderated online commenting platform allowing people to comment on specific aspects of the development
- Standalone project website and comment form



Get Involved



VIRTUAL COMMUNITY WORKSHOP: ALTERNATIVES EVALUATION

Watch our video and give us your opinion about these possible directions for the future of Downtown Compton.
Responses will be collected through May 12.



COMMUNITY SURVEY

Take our community survey to inform the development of the plan and key issues we need to address.

TAKE THE SURVEY

TOMA LA ENCUESTA





TASK 1: PROJECT MANAGEMENT AND COORDINATION

1.1 Schedule Monitoring

The Arroyo Group and City staff will refine the schedule included in the proposal to show all activities associated with the adoption of the Specific Plan, including CEQA clearance, outreach, reporting, project management, and preliminary studies.

Deliverables:

- *Refined schedule*
- *Monthly Reports*

1.2 Budget Monitoring

The Arroyo Group and City staff will refine the detailed project budget (Cost Summary) that allocates available funds by task considering time and materials. Costs for The Arroyo Group and subconsultants will be included. Public outreach material expenses will be included. Other expenses such as reproduction will be included.

Deliverables:

- *Refined budget (cost summary)*
- *Monthly Reports*

1.3 Meetings and Coordination

The Arroyo Group and City staff will meet regularly through face-to-face meetings and conference calls throughout the project process to: develop approaches to the work, monitor progress, address arising issues and evaluate public input.

The Arroyo Group Team will also attend a kick-off meeting with City staff to review and receive available project information and background documents, discuss key issues, and further define schedule and budget per Tasks 1.1 and 1.2. The Arroyo Group will also conduct a site tour of Vernon to identify major issues and opportunities to address in refinement of the Specific Plan area and in the development of the Specific Plan.

Deliverables:

- *Meeting agendas and minutes*

TASK 2: BASELINE STUDIES

2.1 Parking, Access and Linkage Study

Nelson\Nygaard will summarize and analyze existing transportation and mobility facilities within the study area, including roadway network, public transit services, bicycle facilities, and pedestrian facilities. The findings will document existing conditions related to the connectivity, safety, and experience of people driving, bicycling, walking, or taking transit for inclusion in the Baseline project study. Analysis conducted will include:

- **Existing Roadway Network and Usage.** Nelson\Nygaard will provide an overview of the roadway network within the study area and develop a map of latest Average Daily Trip data made available by the City of Vernon. Of particular importance is information associated with freight traffic within the specific area to understand the needs of freight and how they can be met in the future.
- **Existing Transit Conditions.** Nelson\Nygaard will collect information on all existing public transit options within the study area (service providers, frequency of service, ridership as available) and summarize services. A map highlighting existing routes and activity will be developed.
- **Existing Pedestrian and Bicycling Conditions.** Nelson\Nygaard will prepare a map showing existing bikeways and sidewalks in the study area and will qualitatively describe circulation conditions for people bicycling or walking within the study area. Additionally, a safety analysis using 5-years of crash data available via the California Highway Patrol Statewide Integrated Traffic Record System to understand patterns in collisions involving bicyclists and pedestrians in the study area.
- **Parking and Curbside Conditions.** Nelson\Nygaard will review existing parking requirements and policies to identify the potential for reduced rates, improved management, and shared opportunities. As emerging mobility trends seem to be shifting emphasis away from off-street requirements and toward the need for better curbside management, the team will assess how the City of Vernon can balance parking needs and curb access as part of this effort.

This analysis will allow for our team to identify opportunities and constraints associated with mobility for the project team to consider as development of the Specific Plan proceeds.

Deliverables:

- *Circulation study including maps and illustrations*

2.2 Land Use Survey and Ownership Analysis

The Arroyo Group will prepare a parcel by parcel survey of existing uses using City-provided County Assessor data. We will first take an appreciative look at existing land uses; what is beneficial about the existing uses, and in what ways do the current zoning standards allow for unique activities to occur in the planning area that cannot be had in other Los Angeles area communities?

Parcel analysis will unearth opportunity site information. City-owned land and abandoned or vacant parcels are clear potentials. We will also map underutilized parcels as determined by improvement value to land value ratio, and look for single ownerships, ownership concentrations, or owner/operators who may be more able and motivated to undertake transformative reuse or redevelopment. The size of parcels will be evaluated against potential user needs.

At this time, the Specific Plan boundary will be determined.

In addition to base map information, The Arroyo Group will review pertinent existing documents, plans, and reports related to the study area. The Arroyo Group team members will also coordinate with the state, county, and local agencies as needed. The team will also conduct additional site visits as necessary to gain a full understanding of existing conditions.

This includes the creation of an evaluation framework for existing assets, identifying structures that are prime candidates for adaptive re-use, vacant or underutilized parcels or structures for reactivation, reutilizing redundant or outmoded transportation or infrastructural features for active programming and mobility elements.

Deliverables:

- *Land use and ownership database*
- *Refine Specific Plan boundary area*

2.3 Infrastructure Analysis

Sherwood Design Engineers will document existing wet and dry utility systems in the project area. The work will include research, site investigations, project kick off meeting, as-built collection/analysis, and existing infrastructure write ups.

Deliverables:

- *Existing infrastructure memorandum*

2.4 Market Scan

HR&A will perform a high-level market scan to assess the current market performance of key land uses and to evaluate relative strengths and weaknesses in Vernon. Using proprietary data sources such as CoStar, the market scan will benchmark the market performance of comparable retail, multi-family residential, hospitality and hybrid industrial within the Vernon market area and provide the City and Project Team with a high-level understanding of existing land uses and market performance. HR&A will provide findings in a briefing book and will be available to make one set of revisions to the findings.

Deliverables:

- *Market Scan Briefing Book*

2.5 Opportunities and Constraints Analysis

Drawing upon the work completed in Tasks 2.1-2.4, The Arroyo Group will prepare an Opportunities and Constraints Analysis for the Specific Plan area. This will identify key opportunities and constraints regarding land use, urban design, circulation, open space, streetscapes, pedestrian connections, and other key factors essential for a successful development. We will map GIS layers which show opportunities. What is critical in this process is identifying the proximate overlaps between multiple project factors to generate a cohesive plan that utilizes and represents all afforded opportunities. This also allows a place to grow over time in an incremental and intentional manner.

This analysis will lead to the identification potential development and open space hot spots and connections within the Specific Plan area, as described in our General Scope of Work (Section D).

Deliverables:

- *Opportunities and Constraints Analysis*

TASK 3: PREPARE, REVIEW, AND ADOPT SPECIFIC PLAN

The Arroyo Group will compile background information and direction from stakeholders, the general public, and City staff to prepare an Administrative Draft Specific Plan for City staff review. City staff will review the Administrative Draft Specific Plan and provide one set of compiled comments to The Arroyo Group. The Arroyo Group will prepare a Public Review Draft Specific Plan based on these comments. The Public Review Draft Specific Plan will be available to the general public for review at the Informational Meeting (Task 5.5).

3.1 Vision and District Identification

Based on input received at the first Design Workshop (Task 5.1) and City Council Study Session (Task 5.2), The Arroyo Group and City staff will discuss what type of vision will guide the Specific Plan through successful implementation. The Arroyo Group will then prepare a Vision Statement and Urban Design Framework for the Specific Plan area.

The Urban Design Framework will be a mapped expression of the community's vision for the community, stakeholders, decision makers and developers to inspire action toward implementing the vision. It will recognize both the private and public realm as an integrated place by addressing location of land uses and their relationship to public and private open spaces, plazas and public rights-of-way, as well as the strong relationship between the natural and built environment. Elements may include:

- Key destinations and development hot spots
- New districts
- Complete Streets
- Open spaces and natural features
- Off-street pathways and connections
- Transit patterns and stops
- Gateways and vistas
- Shared parking locations
- Other elements as identified through field work and discussion with the community.

The work conducted under this task will be generally formulated into the first chapter of the Specific Plan document, and will also include the purpose and intent of the Specific Plan, background, and the relationship of the Specific Plan to the City's Zoning Code, General Plan, and other applicable documents.

Deliverables:

- *Specific Plan (SP) Chapter 1 (Vision and Boundary)*

3.2 Resource Identification

The Arroyo Group will identify natural, cultural, and historic resources within the Specific Plan boundary based on literature review and site reconnaissance. This information will be integrated into second chapter of the Specific Plan. This scope of work does not include conducting a Historic Resources Survey.

Deliverables:

- *SP Chapter 2 describing identification and protection of valuable resources*

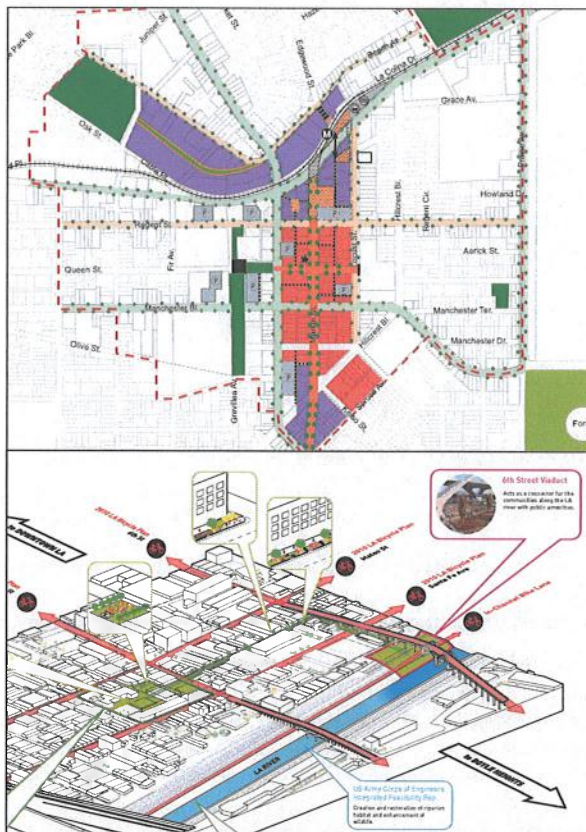
3.3 Land Use Element

The Arroyo Group will develop a planned mix of land uses to achieve the Specific Plan objectives for development and revitalization activities that will bring a vibrancy to the area, while protecting sensitive uses existing or introduced in the area. This chapter will guide future development in the Specific Plan area by a zoning districts map and land use table showing permitted, prohibited and conditionally permitted uses in each district. For ease of use, it is recommended to use a more general list of land uses; however, should the City decide to include a detailed list of land uses, The Arroyo Group will take the current code's use standards as a base to work off of. Procedures for administration and processing of development applications will be discussed here.

A projected development buildout will also be prepared as a part of this task in order to evaluate the scale of proposed land uses and guide the EIR.

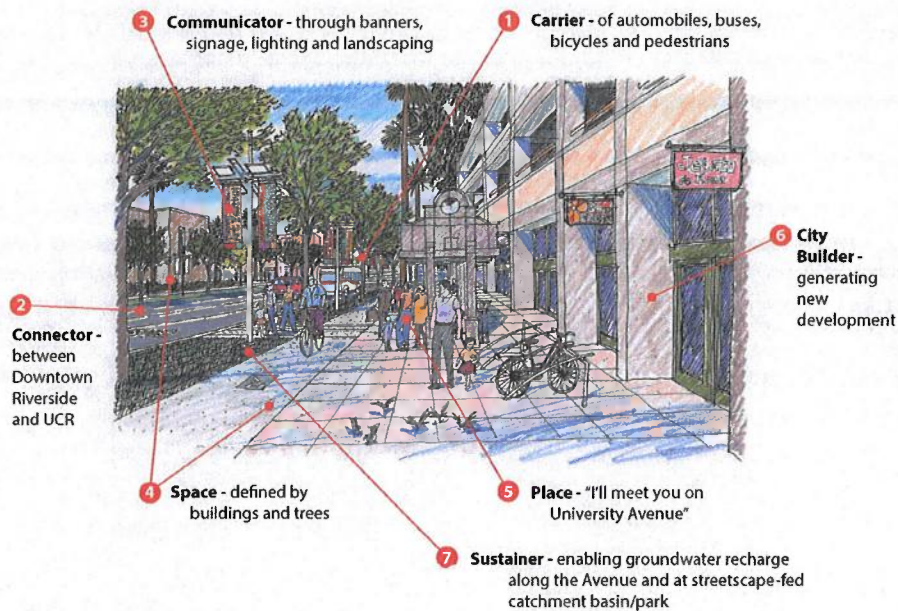
Deliverables:

- *SP Chapter 3 showing zoning districts and land use table*



Urban Design Framework examples

The Seven Functions of a Complete Street



3.4 Development Standards

The Arroyo Group will develop standards for development which are differentiated by zoning district and will include, but not limited to, density, height, lot size, setbacks and frontages, transitional height requirements, vehicular and pedestrian access, open space, parking, landscaping for private development, potential affordable housing requirements. This section will also identify possible development incentives, density bonuses and interactions with State Density Bonus Law.

Parking standards will also be reviewed and may include new parking ratios addressing parking requirements in a mixed-use district, on-street parking regulations and management, development of a shared parking model framework, curb management standards, and a transportation demand management (TDM) framework.

Deliverables:

- *SP Chapter 4 with charts showing development standards*

3.5 Complete Streets

The Arroyo Group's approach to complete streets begins with the accommodation of multiple modes of transportation including pedestrians, bicycles, buses, cars and trucks, but we go beyond the norm in considering a street's overall role in the urban fabric as a type of urban open space, a place that can be recognized, a signifier of community identity, a sustainable element, etc.

- Nelson\Nygaard will develop a mobility classification framework for streets within the study area to establish a hierarchy of modes. Establishing a classification framework for streets helps to outline factors – such as safety, traffic volumes, and connectivity to local transit services – that help meet a community's broader goals. For each classification, our team will include recommended standards for roadway design, bicycle facilities where warranted, and pedestrian right-of-way features to facilitate connectivity of a complete streets network within the study area.
- Sherwood Engineers will identify locations and typologies for localized storm water infiltration projects which may be located on public right-of-way or on private property that is anticipated to be redeveloped. Policies and a framework will be described to finance these projects, relieving private development of this "Low Impact Development" requirement.
- The Arroyo Group will identify urban greening strategies and character and incorporate potential locations or strategies for public art and gateways.

This chapter of the Specific Plan will detail the benefits of complete streets design in supporting a vibrant mixed-use district and outline policies and programmatic steps to support the implementation of complete streets and low impact development.

Deliverables:

- *SP Chapter 5 with new streets standards*

3.6 Non-Motorized Transportation

Nelson\Nygaard will build on the content developed in Task 3.5 to develop a toolkit of design features and facilities to support people walking, bicycling, or using other non-motorized transportation modes. The toolkit will include but is not limited to traffic calming design strategies, crossing facilities at non-signalized intersections, and bicycle facility design options. This toolkit will not only complement the complete streets classifications identified but will also serve as a resource for future developments within the study area to incorporate into their designs.

Deliverables:

- *SP Chapter 6 with non-motorized travel provisions*

3.7 Design Element

The Arroyo Group and LOHA will develop design standards and guidelines for the physical environment, particularly for new or rehabilitated structures and for both public and private walkways. This chapter will also describe and illustrate the desired character for new development. The standards and guidelines will address the applicable planning and design issues of site planning and architecture, compatibility with residential neighborhoods and historic resources, etc. Examples of site development showing both appropriate and inappropriate responses to the guidelines noted above will also be included. This will assist property owners, developers and city officials in understanding the intent of these guidelines. Guidelines that relate to projects that include housing will also be reviewed for standards of objectivity, based on Housing Accountability Act requirements.

The design element will also include site-specific guidelines based on renderings of four (4) opportunity sites as described in Task 3.10.

Deliverables:

- *SP Chapter 7 with design guidelines*

3.8 Infrastructure Improvements

Sherwood Design Engineers will present maps of wet and dry utility networks and will make recommendations as to how to best protect, upgrade, or abandon the existing infrastructure facilities that feed the Specific Plan area. Topics will include storm drainage systems, natural gas, sewer, water (domestic, irrigation and fire), electrical, telecommunications, cable, and any other utility system affecting the project's goals.

Deliverables:

- *SP Chapter 8 with infrastructure recommendations*

3.9 Implementation

The Arroyo Group Team will prepare a development and implementation strategy, which will be an action plan and roadmap for how to realize the potential of this Plan and address potential issues or challenges with the existing uses in the district.

- The action plan will provide recommendations for how to provide incentives, programs and other forms of City financing to facilitate capital improvements and the building, redevelopment, and revitalization of existing spaces in the Mixed-Use District.
- All members of our team will help to identify relevant grant sources and federal/State tax incentives for the City and/or property owners to pursue including transportation grants, affordable housing grants, stormwater and open space grants, brownfields and other tax credits, etc.
- Public improvements will be separated into phases and related to desired development activity phases.
- Actions for each city department will be described, given a priority level and timeline.

Deliverables:

- *SP Chapter 9 with implementation steps and procedures*

3.10 Catalytic Sites Development Concepts and Feasibility

The Arroyo Group + LOHA Team will prepare concepts for four (4) opportunity sites to be identified from the development hot spots described in the Opportunities and Constraints Analysis (Task 2.5) and community and City feedback. Development concepts will be illustrated for each opportunity site, clearly conveying major characteristics and guidelines for development. These visual concepts also express plan vision and intent and facilitate feedback from the public and officials.

In previous planning efforts, both The Arroyo Group and LOHA have seen how these development concepts, often coordinated with property owners, generate strong developer interest, lead to completion, and spur adjoining activity from offshoot industry or support services.

Each catalytic site development concept will be evaluated through a high-level pro forma residual land value analysis performed by HR&A. Residual land value is an estimate of what a developer could theoretically afford to pay for land and earn a market-responsive return on investment from development. Generally, development scenarios that can generate higher project values will yield higher residual land values, and when residual land values surpass prevailing

market prices for similarly entitled land, the project is likely to support some amount of public benefit. Residual land value results will also be evaluated against performance of any existing uses on the opportunity sites. This will identify the viability of different building and construction typologies given market performance expectations and potential zoning and land use regulations.

This input will assist the team in refining the catalytic site concepts and evaluating development guidelines and incentives more generally for the Specific Plan area. Informed by the above analysis, we will also qualitatively evaluate the proposed development on three city-owned sites within the specific plan area.

Deliverables:

- *Four (4) annotated opportunity sites renderings*
- *Pro forma analysis memorandum*

3.11 Draft Specific Plan

The Arroyo Group will synthesize all of the above chapters into an Administrative Draft Specific Plan. We will respond to one (1) coordinated set of comments from City staff, then provide a Second Administrative Draft Specific Plan which can be checked against the comments provided, then converted into a Public Review Draft Specific Plan. We will make the Public Review Draft available on our project website and present it at the Informational Workshop (Task 5.5).

Deliverables:

- *Administrative draft*
- *Second Administrative Draft*
- *Public Review Draft*

3.12 Specific Plan Adoption and EIR Certification

The Arroyo Group Team will review public comments submitted on the Public Review Draft Specific Plan and create a Public Hearing Draft Specific Plan. We will then prepare for and attend one joint Commission meeting and one City Council hearing each to present the Specific Plan and Program EIR (Task 4) and respond to public, Commission and Council comments and questions.

Hearings/Meetings:

- *One joint Commission meeting*
- *One hearing with the City Council*

Deliverables:

- *Public Hearing draft*

3.13 Final Specific Plan

A Final Specific Plan will be prepared after all direction from the Joint Commission meeting and City Council hearing are received.

Deliverables:

- *Final Adopted Specific Plan*

TASK 4: CEQA CLEARANCE

4.1 Technical Studies

- a. Air Quality** – The air quality analysis will be conducted in accordance with guidance established by the South Coast Air Quality Management District (SCAQMD) in the CEQA Air Quality Handbook, as well as updates to the Handbook provided on the SCAQMD website. Impact Sciences will document existing air quality conditions within the South Coast Air Basin and the project area. Historical data and the number of days that California Ambient Air Quality Standards were exceeded will be documented. Due to the industrial nature of Vernon, there are very few sensitive receptors in the plan area. Any sensitive receptors will be identified.

As there are no specific projects planned, and no construction schedule or phasing information is available, it is difficult to accurately characterize emissions from the wide range of projects that may be constructed over the Plan horizon. Emissions would vary broadly depending on the type of development, the area to be disturbed, possible excavation and export activity, the square feet of material to be painted, and many other construction factors. The California Emission Estimator Model (CalEEMod) will be used to quantify construction emissions associated with example development scenarios that include different equipment uses, and truck and commute trips emissions. Emissions generated by the various construction scenarios will be compared to the SCAQMD daily emission thresholds to determine the significance of the changes.

Long-term operational emissions will be generated by mobile and stationary sources. Mobile source emissions will be calculated using a combination of CalEEMod and the California Air Resources Board (CARB) Emissions Factor (EMFAC) model, and vehicle trip estimated in the transportation analysis. It is anticipated that the traffic analysis will account for changes in traffic patterns associated with transit-

orientated development, and that these changes will be reflected in the air quality analysis. Changes in stationary source emissions (e.g., natural gas) will also be estimated using CalEEMod based on square feet of development. Changes in operational emissions will be compared to the SCAQMD daily emission thresholds to determine the levels of significance.

The air quality analysis will also discuss odors, project consistency with the Air Quality Management Plan, and toxic air contaminants (TAC). The plan area is located near major regional freeways and commercial and industrial land uses are the primary use within the plan area. The air quality analysis will include a detailed discussion of the health implications of TAC exposure and include mitigation measures that can be universally applied to reduce community exposure to TACs. Impact Sciences will estimate the community cancer risk in Vernon using OEHHA's CalEnviroScreen program and the Multiple Air Toxics Exposure Study V (MATES V). The purpose of the MATES V fixed site monitoring is to characterize long-term regional air toxics levels in residential and commercial areas. We will provide a qualitative analysis of the potential chemical pollutants that may impact new residential receptors from the various types of industrial facilities within Vernon. For example, discussing the health impacts from the chemicals emitted from a meat-packing facility. Finally, we will state that a health risk impact is required at the project-level analysis.

It should also be noted that recent case law indicates the effects of the environment on the project are not CEQA impacts specifically; however, the connection between air pollutants and health must be clearly identified.

Health Risk Assessment (Optional)

Impact Sciences will prepare a health risk assessment that evaluates emission sources to determine whether emission levels of certain substances will cause public health effects. Impact Sciences will model an example, maximum-case scenario estimating wind factors and pollutants for existing facilities. Using the (AERMOD) dispersion modeling tool, Impact Sciences will estimate toxic air contaminants and how they disperse throughout the community, and the potential for those toxic pollutants to impact human health. The health risk assessment will be prepared in accordance with SCAQMD and Office of Environmental Health Hazard Assessment (OEHHA) guidance and protocols.

b. Greenhouse Gas Emissions – The assessment of greenhouse gas (GHG) emissions and climate change effects is an evolving CEQA issue. Within the last few years, it has been common for project impacts to be assessed against GHG reduction targets included in the State Scoping Plan related to Senate Bill 32. A recent California Supreme Court opinion ruled that local projects should not be compared to the 2017 Scoping Plan targets to assess potential impacts. As a result, it may be appropriate to quantify GHG emissions for public disclosure and discuss potential impacts in terms of consistency with GHG reduction plans. The City of Vernon does not have a qualified CAP, therefore an alternate approach would be consistency with SCAG's RTP SCS.

GHG emissions will be quantified using the same methodology described for the air quality analysis. Construction and operational emissions will be based on CalEEMod and EMFAC outputs. Sources of GHG emissions during project operation will include occupant vehicular travel, energy demand, water use, and waste generation. GHG emissions related to energy demand, water use, and waste generation will be heavily dependent on land use assumptions used in the environmental analysis. The disclosure of GHG emissions will include existing, future no project, and proposed plan scenarios.

The GHG analysis will focus on consistency with State, regional, and local GHG reduction plans. These include the 2017 Scoping Plan, SCAG RTP/SCS, and the County CAP. The GHG analysis will consider mitigation measures to reduce GHG emissions, if necessary. Careful consideration will be given to identifying mitigation measures that are universally applied such that an undue burden is not imposed on projects located within the project area.

c. Cultural and Historic Resources – ASM will provide a Cultural Resources Summary Report (Report) in support of the PEIR. ASM will obtain a records search at the South Central Coastal Information Center (SCCIC) and a Native American Heritage Commission (NAHC) Sacred Lands File (SLF) search to identify known resources within the Specific Plan Area, identified as the westside of the City. The records search will be limited to sites and survey areas only, and will not include reports, DPR forms, or shapefile data. ASM will

also assist with the preparation of letters for AB 52 and SB 18 initiation. No field work/survey will be conducted as part of this project. A limited review of secondary literature pertaining to the Specific Plan area will also be conducted.

The Report will provide a summary of the resources identified in the records search and classify the different types of resources identified. The Report will include broad historic and archaeological context for the City of Vernon, drawn from the literature review. The Report will conclude with Recommendations for future work to determine potential for CEQA historical resources within the Specific Plan area. Maps of the resources identified by the SCCIC will be included in a confidential appendix.

ASM will prepare two iterations of the Report (Draft and Final) to allow for response to one round of combined comments and will be available to provide assistance with additional comments related to the Draft EIR. Drafts will be provided based on the agreed upon schedule.

d. Water Supply Assessment – Sherwood Design Engineers will undertake a preliminary water use calculation based on the development capacity assumed in the PEIR. Depending upon the level of construction anticipated, this may be sufficient for CEQA purposes. If not, a scope and budget will be prepared for a Water Supply Assessment. The budget is largely dependent on the amount of information that the City has available.

e. Noise – Existing sound levels will be characterized at representative sample of locations at opportunity sites once the boundaries of the plan area are finalized. The selected locations will be based on the location of sensitive land uses which are primarily along Furlong Place near City Hall (residences, church, school) and proximity to noise-generating sources. Land uses sensitive to increased levels of noise (e.g., residences and schools) will be identified and the noise analysis will broadly discuss these land uses. Due to the limited number of residential land uses, and the anticipated high level of ambient noise, we would propose to conduct monitoring in the location of proposed residential as well. If monitoring is not possible due to Covid restrictions, we would estimate noise levels based on existing traffic volumes.

Using Federal Highway Administration noise factors, noise levels will be presented for typical construction activity in urban areas. Even with the high ambient noise level associated with truck traffic, we would assume that construction activity would be located adjacent to existing sensitive land uses. It is common for noise levels associated with construction activity to exceed existing significance thresholds when equipment is located adjacent to sensitive receptors. Therefore, the construction noise analysis will focus on mitigation measures that can be universally applied as best practices to reduce community exposure to construction noise, thereby streamlining future environmental review

The operational noise analysis will estimate changes in mobile source noise on a representative sample of roadway segments using the Federal Highway Administration Traffic Noise Model Version 2.5 (TNM2.5) (or RD-77-108 noise calculation formulas, as applicable) and data provided in the transportation analysis. Roadway segments will be selected based on the location of sensitive land uses and vehicle volumes. The noise analysis will also assess the compatibility of land uses with the existing sound environment, including industrial and commercial land uses, high-volume roadways, rail lines, and aircraft operations. Mitigation measures will be included in the analysis to reduce potential conflicts between sensitive receptors and noise-generating source, if necessary.

The PEIR will document typical construction and operational vibration levels. The analysis will include mitigation measures that can be universally applied to reduce potential significant impacts associated with construction vibration.

f. Traffic – Iteris will prepare a Transportation Impact Analysis for the project based on SB 743 requirements (Vehicle Miles Traveled). In addition, Level of Service analysis will be conducted for up to five (5) intersections in and around the project area.

Deliverables:

- One (1) draft and one (1) final Air Quality Technical Report, Greenhouse Gas Technical Report, Noise and Vibration Technical Report, Cultural/Historic Technical Report, and Transportation Impact Analysis
- One (1) draft and one (1) final Transportation Impact Analysis

4.2 Initial Study

Impact Sciences will prepare an Initial Study to assist in identifying the proper scope of the environmental document. The Initial Study will follow the CEQA Checklist as provided in Appendix G of the CEQA Guidelines. The Initial Study will be submitted to the City for review and comment. Based on City comments, Impact Sciences will revise and finalize the Initial Study.

At the same time, a detailed narrative project description, including maps, plans, and other graphics sufficient to fully define the project and its location will be prepared. The project description will meet the content requirements of the State CEQA Guidelines by identifying the project objectives, each of the proposed discretionary approval actions, and the physical characteristics of the project. The project description will describe all components at the level of detail appropriate for a Program EIR. The project description will be submitted to the City for review and comment.

Deliverables:

- One (1) draft and one (1) final Initial Study
- One (1) draft and one (1) final project description

4.3 Notice of Preparation

Impact Sciences will prepare the NOP for distribution to all appropriate local, regional, and state agencies, as well as any neighborhood groups and private individuals. Impact Sciences will assist City staff in conducting a scoping meeting during the 30-day EIR scoping period. Impact Sciences will assist in conducting the meeting, and Impact Sciences will prepare materials such as sign-in sheets, and comment cards, if the meeting is in-person (not virtual). Our Project Manager and a staff planner will attend the scoping meeting. At the end of the scoping period, it is assumed that City staff will provide Impact Sciences with copies of all comment letters received on the NOP for inclusion in an appendix to the Draft EIR. Once the NOP is published and comments from interested parties received, Impact Sciences will compile all comments and create a matrix to be included in the EIR that identifies major topics addressed by each party and where these issues are addressed in the EIR. Any comments received during the scoping meeting will be compiled with NOP comments and summarized in the matrix to be included in the PEIR.

Deliverables:

- One NOP in MS Word and PDF
- Presentation materials for a scoping meeting
- Matrix with scoping meeting/NOP comments

4.4 Draft Program EIR

Many of the topics that will be addressed in the PEIR will use information from technical studies prepared by the project team and will be expected to rely heavily on existing conditions information compiled during the planning process. For any potentially significant impact, Impact Sciences will work with The Arroyo Group and City staff to develop project design features and/or mitigation measures that would reduce impacts to less than significant levels where feasible. We expect to work closely with the team to address issues related to health risk and noise. We anticipate developing project design features that could be incorporated into the specific plan to address these concerns.

Environmental Impact Analysis

Each resource topic of the PEIR will follow a master format designed to demonstrate CEQA compliance and increase the ability of the public to understand the information in the PEIR using the thresholds established above. Each section will be organized as follows:

- Table of contents.
- Executive Summary will provide an overview of the project, including project objectives. A summary table with project impacts, mitigation measures and residual level of significance will also be provided.
- The Introduction will provide the roadmap to the document including statutory authority, PEIR process, areas of controversy and proposed actions. The process for streamlining and/or tiering of projects will also be described in the Introduction.
- The Environmental Setting will provide the physical environmental setting in accordance with CEQA Guidelines Section 15125. The environmental baseline used for the setting will be the date of the publication of the NOP.
- Applicable regulations and policies will be identified.
- Thresholds of significance will be described to allow the reader to understand the significance of each identified impact.
- Project impacts will be identified and discussed by type of impact, based on substantial evidence.
- Cumulative impacts will be identified and discussed. Consistent with Section 15130 (b) of the State CEQA Guidelines, cumulative impacts will be assessed for each resource topic based on a list of related projects or using the projections approach if appropriate.
- Mitigation measures for each significant impact will be identified and disclosed.
- Conclusions regarding the significance of each impact after mitigation will be presented.

We have provided our approach for key sections within the document below.

- i. **Aesthetics/Light and Glare** – The existing condition will include a description of the current visual environment in the Specific Plan area. This will include identification of aesthetic, visual and scenic features that may be available, and policies from the General Plan related to visual resources. The analysis will focus on those areas where changes in height may occur or where zone changes are anticipated. The analysis will also cover policy changes, as well as potential changes in visual character. If necessary, mitigation measures will be incorporated to reduce potential significant impacts.
- ii. **Air Quality** – The air quality section will present the findings of the air quality technical report prepared as part of Task 4.1 above.
- iii. **Greenhouse Gas Emissions** – The greenhouse gas section will present the findings of the greenhouse gas technical report as prepared as part of Task 4.1 above. The PEIR will identify potential impacts of Specific Plan implementation on cultural and historic resources and incorporate any necessary mitigation measures.
- iv. **Cultural and Historic Resources** – This section will present the findings of the cultural resources technical report prepared as part of Task 4.1 above.
- v. **Biological Resources** – Due to the high level of development within the west side of Vernon, biological resources impacts are not anticipated. Impact Sciences will conduct a CNDDB data search as part of the Initial Study to determine the potential for biological resources. We expect to scope this section out of the PEIR. If any sensitive resources are identified, Impact Sciences will notify the City and present a scope and cost for the additional biological work.
- vi. **Soils/Geology (including Paleontology)** – Known geologic hazards will be presented. In accordance with recent case law, the analysis will focus on the project's ability to exacerbate existing geologic conditions. Impact Sciences will utilize existing geotechnical information for the project site to assess the potential for paleontological resources to be encountered. This scope does not include a paleontological technical study. If any sensitive resources are identified, Impact Sciences will notify the City and present a scope and cost for the additional paleontological work.
- vii. **Hazards and Hazardous Materials** – The west side of Vernon includes numerous industrial use employers including Exxon Mobil and Farmer John. The existing setting will include policies related to hazardous materials from the City's safety element. The setting will also include a listing of known hazardous materials sites from publicly accessible databases. The analysis will focus on the potential for the project to exacerbate existing hazardous materials risks (i.e., the use, disposal, or transport of hazardous materials). Mitigation measures and best practices will be included, as necessary.
- viii. **Hydrology and Water Quality** – The Los Angeles River through Vernon has been heavily channelized, engineered to serve its main function through Vernon, to move stormwater and prevent flooding of adjacent industries. The hydrology section will focus on the plan's ability to affect drainage, flows, stormdrain capacity and the potential to violate water quality standards. Any connection to the LA River will be analyzed. Regulatory requirements, such as NPDES and SWPPP will be provided.
- ix. **Land Use and Planning** – The land use analysis will include a description of the existing zones, any potential zone changes. Consistency with existing plans will be included. According to SCAG's latest estimates, the City has a population of 90 and 38 housing units with an estimated RHNA allocation of 8 units for the upcoming RHNA cycle. The addition of housing would likely exceed the forecasted SCAG growth for the city. A discussion of overall consistency will be included in the section.
- x. **Noise** – The Noise section will present the findings of the Noise study prepared under Task 4.1 above.
- xi. **Population and Housing** – The environmental setting will identify existing population, housing and employment based on SCAG data from the 2020 RTP/SCS (anticipated to be adopted in September 2020). Impact Sciences will compare the forecasted increases in population, housing, and employment to the regional estimates prepared by SCAG to determine if projections are consistent. Impact Sciences will evaluate the potential of the project to induce population growth, impact the local housing stock, and/or increase local employment opportunities.

xii. Public Services and Facilities – The potential physical effects of increased population on fire, police/sheriff, school, parks/recreation and library services will be assessed. Following data collection, Impact Sciences will prepare PEIR sections that evaluate the potential for the project to result in physical significant impacts with respect to public services and recommend feasible mitigation measures as necessary and appropriate to reduce potential impacts to less than significant levels.

xiii. Transportation – Impact Sciences will prepare the transportation section of the PEIR based on the traffic analysis prepared by Iteris. The determination of significance will be based on VMT as required under SB 743.

xiv. Utilities and Service Systems – This section will address the potential for the project to result in increases in population that would require new or physically altered facilities. The WSA will also be incorporated into this section to discuss water availability due to an increase in housing. As required by CEQA, an analysis of the wasteful or inefficient use of energy will be presented.

xv. Wildfire – CEQA Guidelines require analysis of wildfire potential. While the specific plan area is urbanized with very little natural areas, the section will address the potential for wildfire threat. If possible, Wildfire could be scoped out during the Initial Study.

Alternatives. CEQA requires an EIR to evaluate range of reasonable alternatives to a project that could feasibly attain most of the basic objectives of the project and avoid or lessen the significant impacts of the project as identified in the EIR. Evaluation of a “No Project” alternative is required. An adequate range of reasonable alternatives will be included in the Draft PEIR. After coordination with City staff, three alternatives (including the No Project) will be selected for analysis based on their potential to avoid or lessen any significant impacts associated with the proposed project while still meeting basic project objectives. Impact Sciences will prepare a memo summarizing the alternatives for the City. Alternatives identified during project scoping will be carefully considered and a matrix will be prepared that distinguishes the relative effects of each alternative and its relationship to project objectives. The environmentally superior alternative will be identified as part of this analysis.

Mitigation Monitoring and Reporting Program. In conjunction with the EIR, Impact Sciences will prepare a Mitigation Monitoring Program (MMP) that identifies mitigation measures included in the Draft EIR, the timing of implementation of each measure, and the entity (project applicant, agency, or both) responsible for implementing and monitoring each measure.

Public Draft EIR. Following receipt of comments (we assume one set of consolidated comments from City staff) on the administrative Draft EIR, a revised administrative copy of the PEIR will be prepared. Electronic copies of the revised administrative PEIR will be provided to the team for review and comment. Our scope assumes one round of review of the revised administrative Draft EIR.

Impact Sciences will finalize the Draft EIR and distribute the document to State Clearinghouse to start the 45-day comment period. Impact Sciences will prepare the Notice of Completion/Availability (NOC/NOA) and Draft EIR and distribute the EIR to agencies and interested parties. This task also includes filing the NOC/NOA with the County Clerk.

Deliverables:

- *One (1) electronic Draft copy of the 1st administrative Draft PEIR*
- *One (1) electronic Draft copy of the Public Draft EIR*
- *Preparation and filing of the NOC/NOA with OPR and the County Clerk*

4.5 Public Comment and Response to Comments

Following the close of the Draft EIR 45-day statutory public review period and receipt of all agency and public comments, Impact Sciences will prepare written responses to comments (with assistance from the technical subThe Arroyo Groups and City staff, as necessary) along with the Administrative Final EIR for review and comment by the project team.

The time necessary to complete this task is highly dependent on the volume and depth of the comments received. However, based on experience with similar projects, we anticipate the budgeted time is sufficient. Our scope of work assumes no more than 20 unique comments to respond to comments; if any responses require additional analysis, we would prepare the additional analysis and responses on a time-and-materials basis, according to our hourly rate schedule. Based on our local experience, we expect many comments will be on a limited number of environmental topics and many

will not be relevant to the CEQA analysis. Our suggestion will be to prepare master responses. Master responses will reduce the staff-time necessary for responding to comments in the Final EIR, thereby reducing costs. Master responses will also provide information in a format that is more user friendly than multiple detailed individual responses. The budget for this task will be reviewed with the City and adjusted, if needed, after review of all comments received on the Draft EIR.

Deliverables:

- Responses to comments for 20 unique comments/ responses in electronic format for review and comment
- Master responses for repeated comments in electronic format for review and comment
- One (1) matrix identifying all public/agency comments
- One (1) copy of compiled bracketed comment letters

4.6 Final Program EIR and EIR Certification

Impact Sciences will prepare the Findings and Statement of Overriding Considerations (SOC) for the project, if necessary. Our scope assumes one round of review and comment from the City. Findings and SOC will be provided electronically. Impact Sciences will also prepare the Notice of Determination. Our scope assumes the City will be responsible for fish and game fees associated with filing. This task also includes attendance at one public hearing and one workshop on the PEIR and specific plan.

Deliverables:

- Presentation materials for one (1) Public Hearings and one (1) joint specific plan and PEIR workshop
- One (1) electronic copy of the draft and final MMP
- One (1) electronic draft copy of the Administrative Final PEIR
- Prepare one (1) copy of the Findings and SOC in Word
- Preparation of the Notice of Determination

TASK 5: COMMUNITY OUTREACH AND PUBLIC INPUT

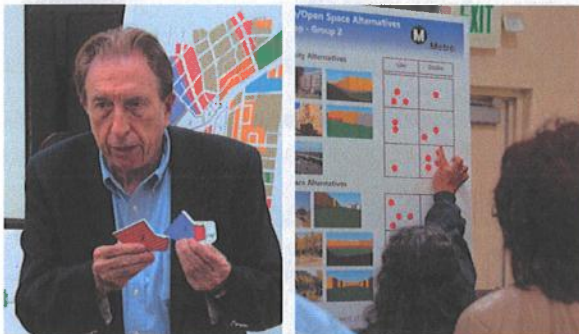
5.1 Design Workshops (two)

Given the current public health crisis, it is difficult to anticipate the level of in person community engagement that will be permissible during the project. However, assuming that it is possible, The Arroyo Group Team will conduct and facilitate two design workshops at milestone stages of the project to be determined by the City. The intent of the public workshops is to inform, educate and solicit feedback from the Vernon community to ensure that the Specific Plan

expresses the vision, goals and ideas of the community as a whole. The workshops will give stakeholders and the community-at-large a chance to participate hands-on in the Specific Plan process. The community workshop will comply with the appropriate COVID-19 safety measures in place at the time of the meeting.

The first Design Workshop will be focused on educating the participants about the project planning area, and opportunities and constraints. The Arroyo Group will facilitate workshop participants, breaking out into small groups, if appropriate. Using the workshop materials and through interactive discussion with the stakeholders and community about our Opportunities and Constraints Memorandum (Task 2.5) we will develop a vision for the Specific Plan area which will guide the development of the Specific Plan. Establishing a clear vision in an open, facilitated discussion process will allow for increased community buy-in and future successful adoption and subsequent implementation of the final Specific Plan.

In the second Design Workshop, The Arroyo Group Team will present a preliminary land use and urban design concept, consisting of the Vision Statement, Urban Design Framework, and preliminary work on land uses, catalytic sites, complete streets, and other task areas described in Chapter 3. Through an interactive process, we will solicit feedback from the participants. One technique which can be used is to guide participants in creating their own land use concept for the Specific Plan area from a set of alternatives. The preliminary land use and urban design concept prepared by The Arroyo Group will serve as a starting point for the participants. At the workshop and with input from workshop participants during the charrette process, The Arroyo Group will refine the land use and urban design concept. Using the charrette process will allow for increased community buy-in and future successful adoption and subsequent implementation of the final Specific Plan.



Workshop where community members create their own land use concept

In-person workshops may also be substituted with digital activities led by our Senior Associate for Digital Engagement. Workshops may be converted into any of the following:

- Video presentations broadcast on YouTube and local cable, paired with online surveys to gauge responses
- Consistent social media campaign with educational posts, input-seeking posts and promotional posts
- Moderated online commenting platform allowing people to comment on specific aspects of the development

Workshops/Meetings:

- *Design Workshop #1 — Baseline Analyses and Opportunities and Constraints*
- *Design Workshop #2 — Preliminary Land Use and Urban Design Concept*

Deliverables:

- *Meeting minutes, materials, design plans developed, attendance sheets, and meeting notes.*

5.2 City Council Study Session

At a Study Session with the City Council, The Arroyo Group will present the results of the baseline studies completed in Task 2.

Deliverables:

- *Content for agenda report, attendance at City Council meeting, and summary of results.*

5.3 City Council Interviews

In order to further understand the potentials for the Specific Plan area, The Arroyo Group will interview City Council members. The Arroyo Group will meet with the City Council members individually to gain an understanding of their goals and ideas for the Specific Plan area. These interviews are anticipated to take place at the beginning of the planning process. The Arroyo Group will prepare a memorandum summarizing the interviews.

Deliverables:

- *City Council interviews — Summary Memorandum*

5.4 Joint Commission Study Session

At a joint Commission Study Session with several of the City of Vernon Commissions, The Arroyo Group will present the preliminary land use and urban design recommendations for the Specific Plan area. The feedback received at this Study

Session will be incorporated in the Administrative Draft Specific Plan being prepared concurrently.

Study Session/Meeting:

- *Joint Commission Study Session*

5.5 Informational Workshop

The Arroyo Group will conduct and facilitate an Informational Meeting to present and receive community feedback on the Draft Specific Plan and Draft EIR. The Arroyo Group will facilitate this workshop, breaking out into small groups, if appropriate. Using the workshop materials and through interactive discussion, The Arroyo Group will present and discuss the Draft Specific Plan and EIR. This workshop will be a vehicle to gain input and feedback on the Specific Plan and provide information about the adoption process.

Deliverables:

- *Meeting agenda notes, attendance, materials distributed*

5.6 Print, Email, Posting, Web Notices

To advertise for the Design Workshops and Informational Meeting, The Arroyo Group will prepare a press release for City distribution to local media, as well as a flyer (with graphics) that City staff can display at various community locations and mail or email directly to interested parties, community groups and/or stakeholders. Social media content for City platforms will also be provided.

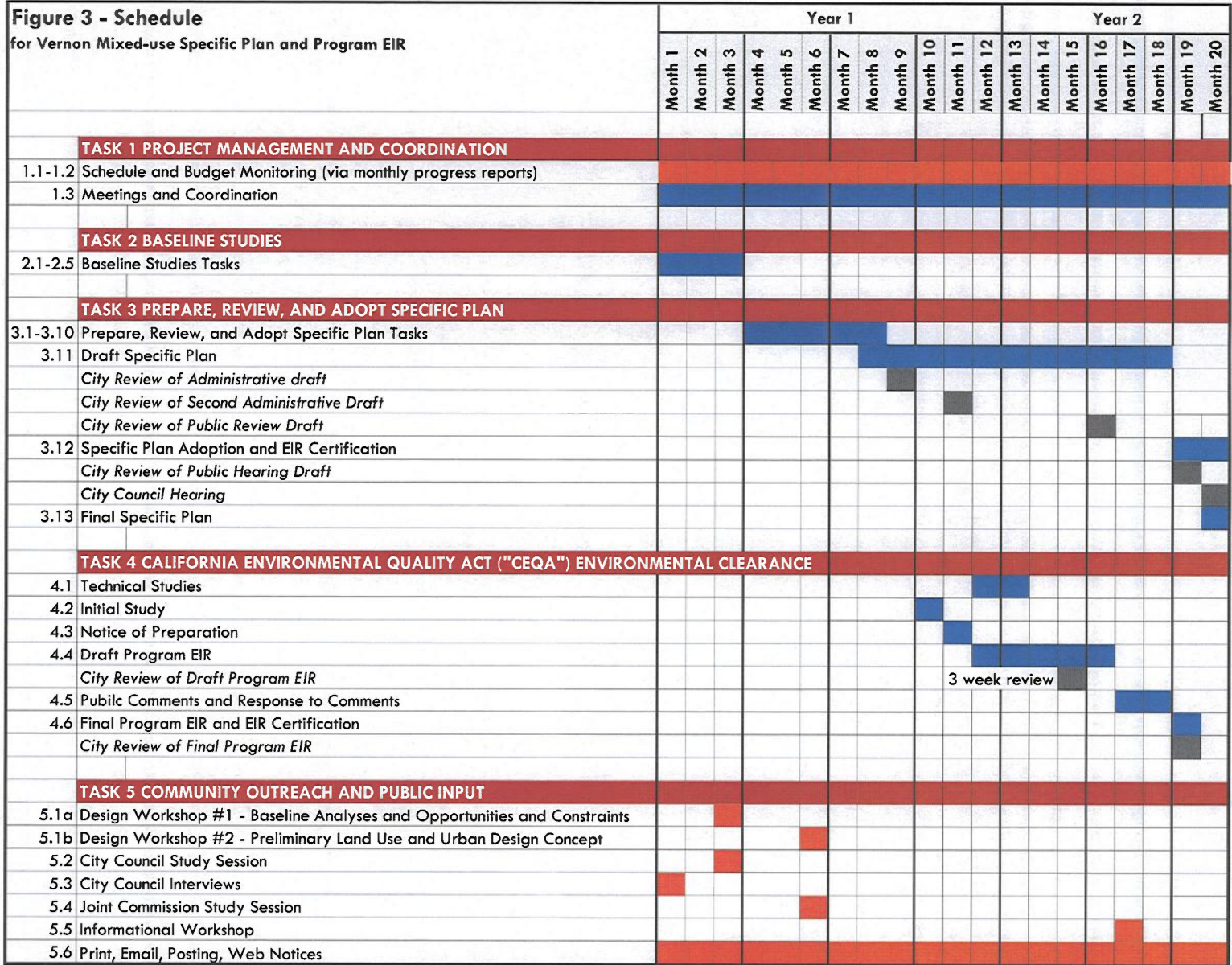
The Arroyo Group will create a standalone project website using an online template. The web page will link to the City's web site, be optimized for mobile and desktop use and include the following information:

- Clear, attention-grabbing methods for members of the public to provide input into the project (e.g. public workshop information, social media polls)
- Frequently asked questions
- Specific Plan and progress work products
- EIR documentation and progress work products
- Contact information or form

The flyer and important portions of the website or other engagement information can be translated into Spanish upon request.

Deliverables:

- *Press releases, flyers, social media content and website with updates*



FEES AND COSTS

The Arroyo Group + LOHA Team proposes to complete the Vernon Mixed-Use District Specific Plan for the not-to-exceed fee of \$485,890. Labor costs will be billed in accordance with the rates provided on Figure 4. Non-labor costs will be billed at cost. Invoices will be provided monthly on a time-and-materials basis and are payable 30 days after receipt.

Section D. Work Plan describes one optional task – a Health Risk Assessment as part of the Program EIR. The cost for this item is \$12,000. Also, please note that additional funds may need to be allocated to conduct a Water Supply Assessment, depending upon the level of information available and anticipated construction in the Specific Plan.

TASK 1: PROJECT MANAGEMENT AND COORDINATION	THE ARROYO GROUP				LOHA ARCHITECTS				URBAN DESIGN				TRANSPORTATION				NELSON/RYGAARD			
	Principal / PM	Principal Planner	Sr. Associate - Design	Sr. Associate - Outreach	Associate - Graphics/GIS	Principal / PM	Principal Planner	Sr. Associate - Design	Sr. Associate - Outreach	Associate - Graphics/GIS	Principal / PM	Principal Planner	Sr. Associate - Design	Sr. Associate - Outreach	Associate - Graphics/GIS	Principal / PM	Principal Planner	Sr. Associate - Design	Sr. Associate - Outreach	Associate - Graphics/GIS
1.1 Schedule Monitoring	16																			
1.2 Budget Monitoring	16																			
1.3 Meetings and Coordination	60	8	20																	
TASK 2: BASELINE STUDIES																				
2.1 Parking, Access and Linkage Study	4		4		8															
2.2 Land Use Survey and Ownership Analysis	16		20		40															
2.3 Infrastructure Analysis	2																			
2.4 Market Scan	4																			
2.5 Opportunities and Constraint Analysis	8	2	30		40															
TASK 3: PREPARE, REVIEW AND ADOPT SPECIFIC PLAN																				
3.1 Vision and District Identification (Chapter 1)	20		40		20															
3.2 Resource Identification (Chapter 2)	6		20		13															
3.3 Land Use Element (Chapter 3)	30		15		30															
3.4 Development Standards (Chapter 4)	40		4		20															
3.5 Complete Streets (Chapter 5)	10		30		30															
3.6 Non-Motorized Transportation (Chapter 6)	8				16															
3.7 Design Element (Chapter 7)	16		16		40															
3.8 Infrastructure Improvements (Chapter 8)	4		20		20															
3.9 Implementation (Chapter 9)	20		20		20															
3.10 Feasibility of Mixed-Use Development	16		8	24	16															
3.11 Draft Specific Plan	16		8		40															
3.12 Specific Plan Adoption and EIR Certification	14		8		20															
3.13 Final Specific Plan	4				16															
TASK 4: CEQA ENVIRONMENTAL CLEARANCE																				
4.1 Technical Studies	8																			
4.2 Initial Study	6																			
4.3 Notice of Preparation	1																			
4.4 Draft Program EIR	20																			
4.5 Public Comments and Response to Comments	14																			
4.6 Final Program EIR and EIR Certification	4																			
TASK 5: COMMUNITY OUTREACH AND PUBLIC INPUT																				
Design Workshop #1 - Baseline Analyses and Opportunities	8	20	8	20	20															
5.1a and Constraints	8	20	8	20	20															
Design Workshop #2 - Preliminary Land Use and Urban	8	20	8	20	20															
5.1b Design Concept	8	6	6	8	8															
5.2 City Council Study Session	16	2	4	4	4															
5.3 City Council Interviews	8	6	8	8	8															
5.4 Joint Commission Study Session	8	20	8	20	20															
5.5 Informational Workshop	8	8	20	40	40															
5.6 Print, Email, Posting, Web Notices	44	68	311	44	489															
Total Labor Hours																				
Non-Labor Expenses																				

Figure 4 - Budget
Vernon Mixed-Use District Specific
Plan
and Program EIR

Figure 4 - Budget Vernon Mixed-Use District Specific Plan and Program EIR																									
		HR&A ADVISORS ECONOMICS					SHERWOOD ENGINEERS CIVIL AND INFRASTRUCTURE					ITERIS TRAFFIC ANALYSIS			IMPACT SCIENCES ENVIRONMENTAL					TEAM					
		Partner \$430	Judith Taylor Director \$325	Jane Carlton \$190	Analyst \$150	Research Analyst	Principal \$230	Drew Norton Sr Project Manager \$200	Jimmy Galvez Engineer I \$155	Cina Palino \$145	Graphics	Associate Vice President \$215	Deepak Kaushik Sr. Transportation Planner \$155	Sean Daly Asst Transportation Engineer \$115	Principal \$200	Jessica Kitchner Flores Project Manager \$150	Vanessa Williford Tech Specialist \$125	Kaitlin Heck Planner \$110	Raul Castillo Graphics \$125	Kara Yates Hines					
TASK 1: PROJECT MANAGEMENT AND COORDINATION							\$3,020						\$2,590				\$1,075						\$4,000	\$31,010	
1.1 Schedule Monitoring							\$0						\$0				\$0						\$0	\$2,480	
1.2 Budget Monitoring							\$0						\$0				\$0						\$0	\$2,480	
1.3 Meetings and Coordination		4	4				\$3,020	2	6	6		\$2,590	5			\$1,075	5	20				\$4,000	\$26,050		
TASK 2: BASELINE STUDIES							\$14,130						\$8,770				\$0						\$0	\$60,450	
2.1 Parking, Access and Linkage Study							\$0						\$0				\$0						\$0	\$12,910	
2.2 Land Use Survey and Ownership Analysis							\$0						\$0				\$0						\$0	\$11,600	
2.3 Infrastructure Analysis							\$0	4	4	38	8		\$8,770				\$0						\$0	\$9,080	
2.4 Market Scan		6	10	20	30		\$14,130						\$0				\$0						\$0	\$14,750	
2.5 Opportunities and Constraints Analysis							\$0						\$0				\$0						\$0	\$12,110	
TASK 3: PREPARE, REVIEW AND ADOPT SPECIFIC PLAN							\$33,790						\$18,310				\$0						\$7,650	\$203,395	
3.1 Vision and District Identification (Chapter 1)		4	4	6				\$4,160						\$0				\$0						\$0	\$20,910
3.2 Resource Identification (Chapter 2)							\$0						\$0				\$0						\$0	\$7,530	
3.3 Land Use Element (Chapter 3)							\$0						\$0				\$0	4	16	18	20		\$7,650	\$19,925	
3.4 Development Standards (Chapter 4)							\$0						\$0				\$0						\$0	\$17,660	
3.5 Complete Streets (Chapter 5)							\$0	4	2	16	10		\$5,250				\$0						\$0	\$23,790	
3.6 Non-Motorized Transportation (Chapter 6)							\$0						\$0				\$0						\$0	\$10,260	
3.7 Design Element (Chapter 7)							\$0						\$0				\$0						\$0	\$13,380	
3.8 Infrastructure Improvements (Chapter 8)							\$0	4	6	50	22		\$13,060				\$0						\$0	\$18,380	
3.9 Implementation (Chapter 9)		4	6	15				\$6,520						\$0				\$0						\$0	\$13,620
3.10 Feasibility of Mixed-Use Development		12	18	40	30		\$23,110						\$0				\$0						\$0	\$36,770	
3.11 Draft Specific Plan							\$0						\$0				\$0						\$0	\$5,770	
3.12 Specific Plan Adoption and EIR Certification							\$0						\$0				\$0						\$0	\$7,320	
3.13 Final Specific Plan							\$0						\$0				\$0						\$0	\$7,320	
TASK 4: CEQA ENVIRONMENTAL CLEARANCE							\$0						\$3,940				\$13,920						\$127,400	\$139,555	
4.1 Technical Studies							\$0	2	5	16		\$3,940	16	12	52	\$11,280	10	40	120	20	10	\$26,450	\$31,630		
4.2 Initial Study							\$0						\$0				\$0	10	20	20	60	10	\$15,350	\$16,280	
4.3 Notice of Preparation							\$0						\$0				\$0	6	10	10	20	10	\$7,400	\$7,555	
4.4 Draft Program EIR							\$0						\$0				\$0	24	110	80	210	20	\$56,900	\$60,000	
4.5 Public Comments and Response to Comments							\$0						\$0	8		8	\$2,640	10	30	10	10	10	\$10,100	\$12,270	
4.6 Final Program EIR and EIR Certification							\$0						\$0				\$0	10	30	10	20	10	\$11,200	\$11,820	
TASK 5: COMMUNITY OUTREACH AND PUBLIC INPUT							\$0						\$0				\$0						\$1,440	\$48,480	
Design Workshop #1 - Baseline Analyses and Opportunities							\$0						\$0				\$0						\$0	\$9,730	
5.1a and Constraints							\$0						\$0				\$0						\$0	\$9,730	
Design Workshop #2 - Preliminary Land Use and Urban							\$0						\$0				\$0						\$0	\$3,240	
5.1b Design Concept							\$0						\$0				\$0						\$0	\$3,280	
5.2 City Council Study Session							\$0						\$0				\$0						\$0	\$3,240	
5.3 City Council Interviews							\$0						\$0				\$0						\$0	\$3,240	
5.4 Joint Commission Study Session							\$0						\$0				\$0						\$0	\$3,240	
5.5 Informational Workshop							\$0						\$0				\$0	2	4				4	\$1,440	\$10,240
5.6 Print, Email, Posting, Web Notices							\$0						\$0				\$0						\$0	\$9,020	
Total Labor Hours		30	42	81	60		16	23	126	40		29	12	60		81	280	268	364	70					
							\$50,940						\$33,610				\$14,995						\$140,490	\$482,890	
Non-Labor Expenses							\$0						\$0				\$0						\$0	\$3,000	
							\$50,940						\$33,610				\$14,995						\$140,490	\$485,890	

E. Fees and Costs

ABILITY OF THE PROPOSER TO PERFORM **F**

The Arroyo Group Team is composed of seven firms who are recognized at the top of their fields. The team covers the breadth of disciplines required for the project.

The Arroyo Group (TAG) is a 45-year-old planning and urban design firm based in Pasadena specializing in Specific Plans, Downtown Plans, Transit-Oriented Development Plans, and First/Last Mile Plans. Throughout its history, the firm has played an integral role in planning projects which have guided the development of Downtown Pasadena from an insular and blighted area in the 1970's to its success today as a vibrant, pedestrian-friendly, mixed-use, and historically sensitive city center projects including industrial areas.



- Form-Based Concept Plans and TOD Zoning: Downtown, Fairview Heights, Westchester/Veterans and Crenshaw/Imperial - City of Inglewood, CA
- Compton Station Specific Plan - City of Compton, CA
- Santa Fe Depot Specific Plan - City of Orange, CA
- Old Town La Verne Specific Plan - City of La Verne, CA
- Tweedy Boulevard and Hollydale Village Specific Plans - City of South Gate, CA
- Willowbrook TOD Specific Plan - County of Los Angeles, CA
- Downtown Riverside and Riverside Marketplace Specific Plans - City of Riverside, CA
- Form-Based Concept Plans and TOD Zoning: Downtown, Fairview Heights, Westchester/Veterans and Crenshaw/Imperial - City of Inglewood, CA
- The Plan for Old Pasadena - Pasadena Heritage

Lorcan O'Herlihy Architects (LOHA) was founded in 1994 by Lorcan O'Herlihy, FAIA. LOHA is an award-winning architecture and urban design firm of twenty-five talented designers, with offices in Los Angeles and Detroit.



With a conscious understanding that architecture operates within a layered context of political, developmental, environmental, and social structures, LOHA seeks to elevate the human condition via the built environment. We work with a diverse group of stakeholders to deliver work ranging from art galleries, bus shelters, and large-scale neighborhood plans, to large mixed-use developments, supportive housing, and university residential complexes.

LOHA has been recognized with over 100 awards, including, the #1 Design Firm in the US by Architect's Magazine's 2018 Architect 50, the AIA California Distinguished Practice Award, and the AIA LA Firm of the Year Award.

Relevant experience includes:

- Park City South Master Plan, Raleigh, NC - Client: MERGE Capital
- Russell Woods/Nardin Park Master Plan, Detroit, MI - Client: City of Detroit
- Northwest Detroit Master Plan, Detroit, MI - Client: City of Detroit
- Brush Park, Mixed-Use Residential, Detroit, MI - Client: Bedrock Detroit
- MLK1101 Supportive Housing, Los Angeles, CA - Client: Clifford Beers Housing
- ESRI Campus Conference and Event Center, Redlands, CA - Client: ESRI
- San Vicente 935, Multi-Unit Residential, West Hollywood, CA - Client: 5to9 Group

Nelson\Nygaard Consulting Associates, Inc. is an internationally recognized firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. Founded by two women in 1987, Nelson\Nygaard has grown from its roots in transit planning to a 118-person, full-service transportation firm with offices across the United States.



Nelson\Nygaard specializes in transit, active transportation and safety, streets and cities, engineer design and development, emerging mobility, paratransit and community transportation, mobility management, campus mobility, parking and demand management, and transit corridors.

Relevant experience includes:

- Implementing Context Sensitive Design for Multimodal Thoroughfares: An ITE Informational Report, Washington DC, Institute of Transportation Engineers
- Research Park Master Plan, Salt Lake City, UT, University of Utah
- Campus Master Plan, Fullerton, CA California State University Fullerton
- Stockton Boulevard Corridor Plan, City of Sacramento, CA
- Woodbine Race Track Master Plan, City of Toronto

F. Ability of the Proposer to Perform

HR&A Advisors, Inc. is an industry-leading real estate, economic development and public policy consulting firm. We have provided strategic advisory services for some of the most complex mixed-use, neighborhood, downtown, campus, and regional development projects across North America and abroad for over forty years.



Relevant projects include:

- City Market of LA – City of Los Angeles, CA
- Commerce General Plan Update – City of Commerce, CA
- Carson General Plan Update – City of Carson, CA
- Metro West Santa Ana Branch TOD Strategic Implementation Plan – Los Angeles Metro, CA
- West Covina General Plan Update – City of West Covina, CA
- Pasadena General Plan Implementation – City of Pasadena, CA
- San Jose Diridon Station Development Framework – City of San Jose, CA

Sherwood Design Engineers is a site civil engineering practice committed to the optimal integration of ecology, infrastructure, and design. We specialize in water management strategies and water resources engineering. We document site infrastructure as well as master plan engineering solutions at a campus, neighborhood, and district scale. Important to our engineering practice is our ability to span building and landscape. Sherwood works collaboratively with project teams to find ways to maximize efficiencies through an integrated and ecological approach that results in high performance buildings and landscapes recognized for function as well as aesthetics and user experience.



Our work includes:

- Culver City General Plan and EIR - City of Culver City, CA
- Downtown Hayward Specific Plan - City of Hayward, CA
- Fulton Corridor Specific Plan - City of Fresno, CA
- Downtown Paso Robles Specific Plan - City of Paso Robles, CA
- Downtown Napa Specific Plan - City of Napa, CA
- San Mateo County Green Streets and Parking Lot Design - San Mateo County, CA
- San Francisco Better Streets Plan - City of San Francisco, CA

Iteris, Inc., a publically-traded corporation (NASDAQ: ITI) with over 400 staff nationwide, is the market leader in applying informatics solutions to the transportation industry since 1987. Iteris has decades of expertise in traffic management, along with superior services and patented products that help detect, measure, and manage traffic and vehicular performance; minimize traffic congestion; and empower Iteris clients with solutions to better manage their transportation networks.



Relevant experience includes:

- SCAG Last Mile Freight Study – Southern California Association of Governments
- Form-Based Concept Plans and TOD Zoning: Downtown, Fairview Heights, Westchester/Veterans and Crenshaw/Imperial - City of Inglewood, CA
- Carson Neighborhood Mobility Area Plan – Carson, CA
- Compton Station Transit Oriented Development (TOD) Specific Plan & EIR – Compton, CA
- Livable Orange Grove Boulevard Feasibility Evaluation – Pasadena, CA

Impact Sciences Inc., a Metro-certified SBE/DBE, is a California corporation that has been preparing environmental documentation since 1988. With a team of 15 planners and technical specialists, Impact Sciences currently has offices in Los Angeles, Camarillo, and Oakland.



Relevant projects include:

- Compton Station Specific Plan EIR - City of Compton, CA
- 2020-2045 RTP/SCS EIR - Southern California Association of Governments
- Boyle Heights Community Plan Update EIR - City of Los Angeles, CA
- Harbor LA Community Plans Update EIR - City of Los Angeles, CA
- Compton Innovation Hub Specific Plan IS/MND - Compton, CA

Following this page are descriptions of some of The Arroyo Group + LOHA Team's relevant projects, followed by a list of references. Resumes for all project staff are given in an attached document. Each staff member's projected participation in the project can be seen in Figure 4 in the previous section.

City of Inglewood, CA Inglewood Transit Oriented Development Plans and Design Guidelines

Tech Campuses, Mixed-Use Housing, and Downtown Revitalization

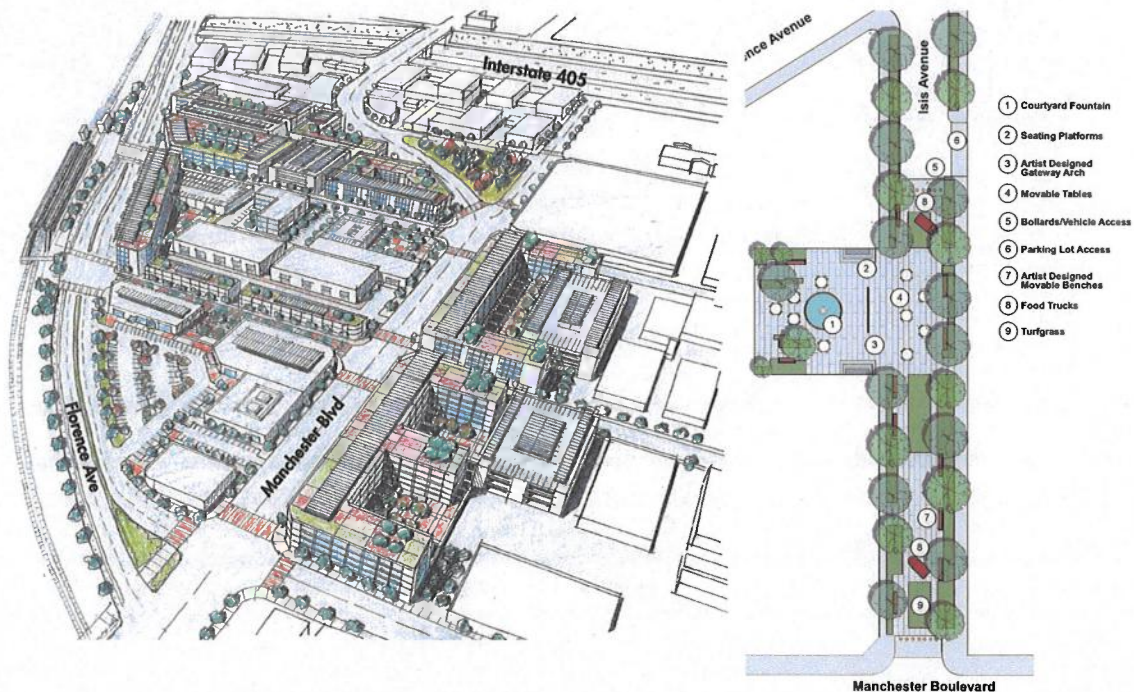
Key Staff: Philip Burns, Christian Morgutia

The Arroyo Group team prepared transit-oriented development plans for four Metro Rail station areas in the city of Inglewood. The plans have been developed with an extensive program of community participation including stakeholder interviews, a stakeholder's advisory committee appointed by the mayor, community workshops held at Inglewood's two largest churches, surveys and youth outreach at Inglewood High School.

Downtown's revitalization is anchored by new, Crenshaw Line-adjacent districts including mixed-use zones along Market Street and an employment district named TechTown. Green Boulevard complete streets with bikeways separated from traffic by bioswales provide connections from all of Downtown's civic, retailing and employment districts to the Crenshaw Line.

The Westchester/Veterans Station area is shaped by three major accessibility factors: the station area which is under construction, proximity to LAX and the under construction Automated People Mover, and Interstate 405. The area closest to the transit station is anchored by a mini-arts district which will serve existing and new artists, new mixed use with residential and retail and a new neighborhood shopping center serving both Inglewood and Los Angeles.

The remainder of the Westchester/Veterans Station area is purposed for industrial uses related to LAX and new open space addressing environmental inequities. Improved connections across Interstate 405 make the station area more accessible by pedestrians and bicyclists.



City of Compton, CA Compton Station TOD Specific Plan

Culture-Driven, Equitable Revitalization and Densification

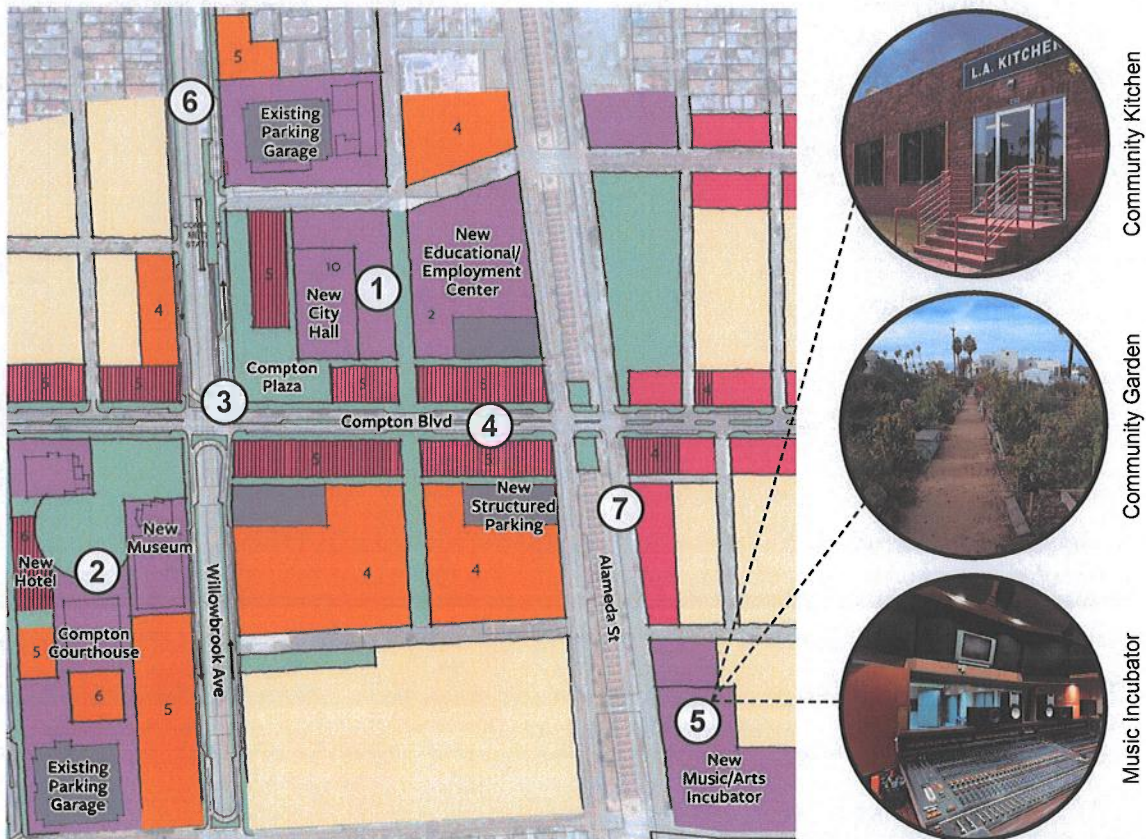


Key Staff: Philip Burns, Lance Lowrey, Christian Morgutia (The Arroyo Group), Deepak Kaushik (Iteris), Jessica Kirchner Flores, Vanessa Williford (Impact Sciences)

The Arroyo Group is leading a multidisciplinary team to prepare a Transit Oriented Development Specific Plan for the City of Compton for the area surrounding the Metro A Line (formerly Blue Line) Compton Station. In conjunction with city staff, The Arroyo Group Team has proposed different alternatives to add higher density and low income housing, cultural and entertainment destinations, and open space, using first-last mile connections to increase accessibility to Compton Station.

The planning process has included a strategic evaluation of the reuse of public-owned land in order to spur revitalization in this economically challenged community while at the same time directing growth toward uses and industries that most benefit Compton residents themselves, and provide a bulwark against displacement pressures that may arise. Progressive development standards and incentives are being developed taking advantage of existing parking assets and buffers from residential neighborhoods in order to spur transit-supportive development.

Extensive outreach has been conducted at several community events through a popular, project-specific Instagram account, online videos and surveys.



City of Detroit, MI Northwest Detroit Neighborhood Study

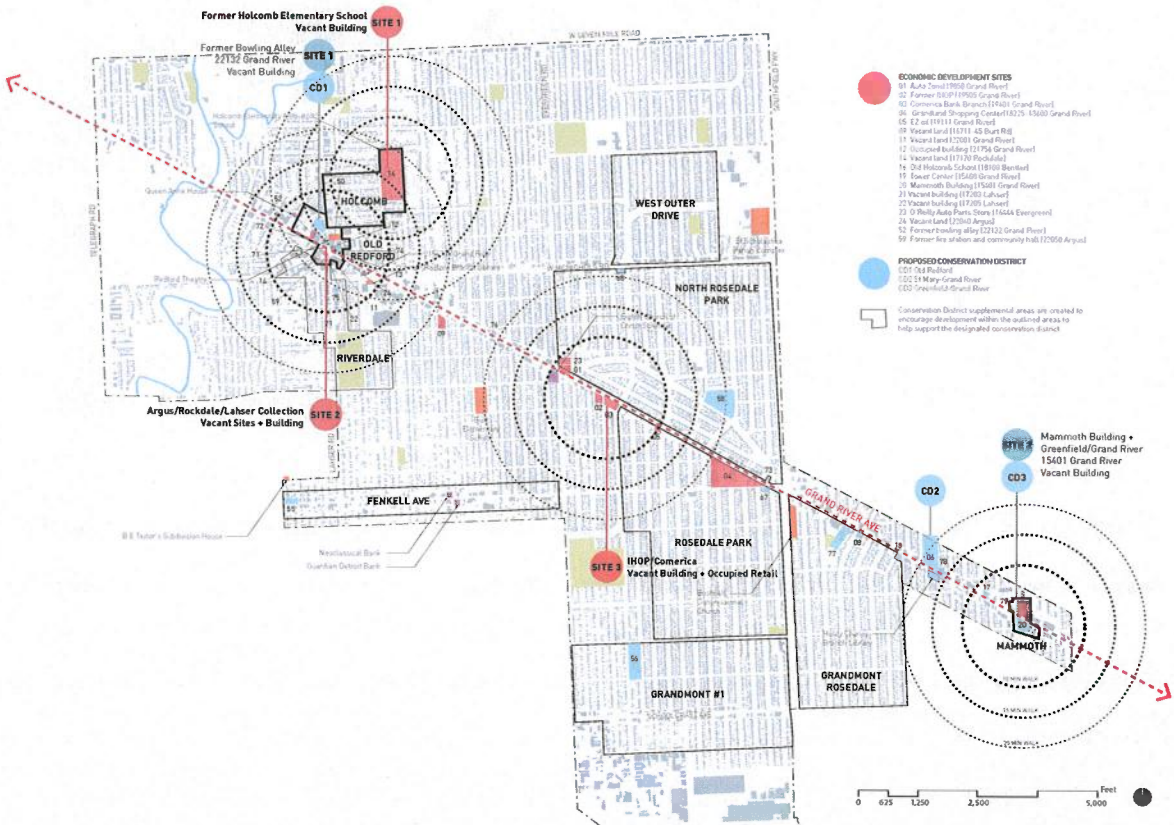
Revitalization and Implementation Strategies through Collaboration

Key Staff: Lorcan O'Herlihy, Ian Dickenson

LOHA's Northwest Detroit Neighborhood Study encompasses a revitalization plan for a 7-square-mile area along the Rouge River in NW Detroit, and includes implementation strategies relative to public open space and streetscape, green storm water infrastructure, cultural preservation, economic revitalization, and land use strategies.

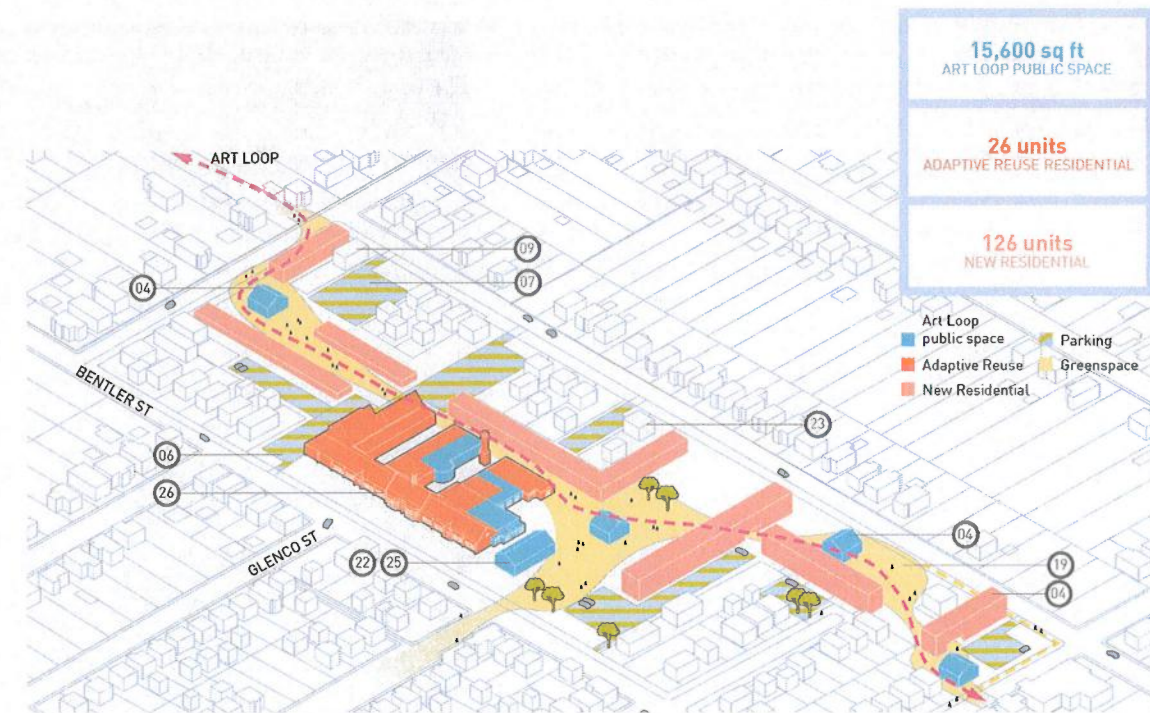
LOHA's experience working with civic leaders, city planners, and community advocates throughout Detroit, resulted in a collaboration with an interdisciplinary team on the NW Detroit Neighborhood Design Plan including Design Workshop. The goal of the collective study, was to devise urban design strategies that would direct the efficient, results-driven implementation of key projects in areas that have received very little economic development over the past several decades.

The result is contextually driven solutions that are focused on the growth of the neighborhoods, specifically retention of existing families and residents combined with attracting new growth.



F. Ability of the Proposer to Perform

The selected study sites are all along the key artery of Grand River Avenue are all burgeoning cultural nodes, equipped with existing buildings and vacant land that have the potential for positive impact. In each of the three key sites that were selected, artists were responsible for starting the renewal process by activating the area through their artistic optimism. The study focuses on how solutions can be implemented on existing underutilized parcels, in order to activate the neighborhood within a 20-minute walkable radius through program, mobility, and adjacencies.



F. Ability of the Proposer to Perform

Los Angeles Arts District Projects

Hybrid Industrial Work/Live Ordinance [contributed]

Art Share LA - Cultural + Adaptive Re-use

Industrial - Residential + Mixed-use

Key Staff: Lorcan O'Herlihy, Ian Dickenson

LOHA

Working in a multifaceted capacity in the Los Angeles Arts District, LOHA was able to assist in crafting the Hybrid Industrial Work/Live Ordinance through a series of community engagement meetings, closed door workshops with City officials and community stakeholders, in an oversight capacity on local boards, and in the development of individual structures working with their private development clients. LOHA has also been involved in the development of several individual structures by private development clients.

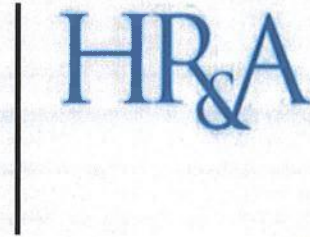


City of Los Angeles, CA City Market of LA

Mixed-Use District in Industrial Setting

Key Staff: Judith Taylor

As part of a plan to redevelop a large 10-acre site located in the Fashion District area of Los Angeles, HR&A conducted an in depth market overview and demand analysis to support a proposal for 1.7 million square feet of office, education, retail, residential and hotel uses. To substantiate the potential for new land uses at the project site, existing demographic conditions and short-term projections were analyzed; an inventory of the existing stock of housing, office, hotel, and retail spaces in the Downtown area was conducted; and market support was examined by analyzing trade area sales, expenditure potential, and sales leakage. The analysis produced guidance for the development and design team about market-supportable space potential for all planned land uses, and methods for attracting tenants and third party developers to the site. HR&A also developed a detailed financial model for the project that is capable of estimating ground lease revenue for individual project sites, groups of sites and the project as a whole. Finally, HR&A also prepared a detailed fiscal impact analysis of the project demonstrating the scale of net revenues that the project would generate for the General Fund of the City of LA, which will be utilized in the negotiating the project's Development Agreement. The City Market is now open featuring a number of the most popular Downtown Los Angeles restaurants.



City of Commerce, CA Commerce General Plan Update

Diversifying an Industrial City

Key Staff: Jane Carlson (Project Manager)

For the City of Commerce, HR&A is supporting the City in updating its General Plan. HR&A is currently conducting a socioeconomic and real estate market analysis, of both the City and the surrounding region, to understand the potential market support for new retail, industrial, office, multi-family and hospitality uses in the City. Based on key findings from this task and in collaboration with the City and its stakeholders, HR&A will identify key opportunities for supporting the long-term economic growth and revitalization of the City, as well as key tools and strategies that the City can deploy to pursue those opportunities. HR&A will engage business stakeholders in facilitated focus group sessions to identify key issues and priority areas related to economic development to be addressed in the General Plan update. Based on the results of the stakeholder engagement process and supportable land uses identified in the market study, HR&A will provide a series of preliminary policy recommendations that will inform the Economic Development Element of the General Plan.



City of Los Angeles, CA Harbor LA Community Plan Update EIR

CEQA clearance, Health Risk and Port-Related Air Quality

Key Staff: Jessica Kirchner Flores

**IMPACT
SCIENCES**

Impact Sciences is currently preparing the EIR for the Harbor LA Community Plans being prepared by the City of Los Angeles. The Proposed Project is an update to the Harbor LA Community Plans, which includes the Harbor Gateway Community Plan and the Wilmington-Harbor City Community Plan. The Proposed Project also includes the adoption of necessary updates to land use designations, zoning, plan text, and other ordinances to implement those updates. The Proposed Project also includes changes to General Plan land use designations, and an update to the New Zoning Code to establish new districts (form, frontage, use and density), amend existing districts, and amend other provisions of the LAMC as necessary to implement the goals, policies and implementation programs of the Harbor LA Community Plans. Issues of concern include air quality and health risk due to the close proximity to the ports.



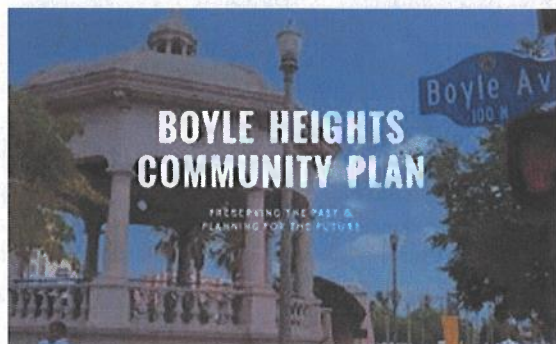
City of Los Angeles, CA Boyle Heights Community Plan Update EIR

CEQA clearance, Community Stabilization and Health Risk Analysis

Key Staff: Jessica Kirchner Flores, Raul Castillo

**IMPACT
SCIENCES**

Impact Sciences is currently preparing an EIR for the Boyle Heights Community Plan (BHCP) Update. Proposed BHCP policies are geared towards the preservation of historic, low-density multi-family housing, the promotion of the Los Angeles River as a community amenity, the preservation of employment generating land uses, and the preservation and strengthening of commercial areas and neighborhood serving uses. Policies included in the proposed BHCP would also encourage the protection of historic structures; preserve neighborhood character; encourage attractive, quality development projects that complement and enhance the existing neighborhood character of the community; and preserve the Boyle Heights' village environment. Issues of concern include health risks due to past hazardous materials contamination in the project area.



F. Ability of the Proposer to Perform

The following are The Arroyo Group Team's references:

The Arroyo Group

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(310) 412-5230
mwilcox@cityofinglewood.org
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RRojas@norwalkca.gov

LOHA

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Nelson Nygaard

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Sherwood Engineers

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lisa@lisawiseconsulting.com

ITERIS

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david.olivo@lacity.org

Impact Sciences

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- Haydee Urita-Lopez, Senior City Planner
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haydee.urita-lopez@lacity.org

EXHIBIT A: AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

PHILIP BURNS

, being first duly sworn deposes

and says that he/she is PRESIDENT

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

of THE ARROYO GROUP

(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: Philip Burns

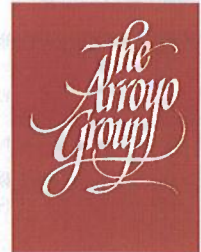
Title: PRESIDENT

Date: 07/01/2020

September 14, 2020

PLANNERS, URBAN DESIGNERS & ARCHITECTS

Daniel Wall, P.E.
Public Works Director
City of Vernon
4305 S. Santa Fe Ave.
Vernon, CA 90058



Dear Mr. Wall:

We are extremely grateful for your interest in partnering together on the Mixed-Use Specific Plan for the westside of Vernon.

Per our discussions, we are submitting additional scope of work to prepare a Housing Element and General Plan Amendment for the Mixed-Use District Specific Plan.

The Housing Element will be prepared to meet requirements from the state Housing and Community Development Department (HCD). Housing Element law has been strengthened considerably since the previous cycle; luckily, however, Vernon has a very low allocation of housing units due to its unique character.

40 E COLORADO BOULEVARD

SUITE B

We have developed a timeline of work that will enable the prescriptive portions of the Housing Element to be developed based on the Mixed-Use Specific Plan's vision and urban design framework, reducing duplicity of efforts. Required CEQA documentation is anticipated to be minor and is not included in this proposal. The cost to prepare the Housing Element will be \$50,000.

PASADENA

CALIFORNIA

We will also prepare a focused General Plan Amendment that will ensure compliance between the Mixed-Use District Specific Plan, Housing Element and City's General Plan. The cost to complete this General Plan Amendment will be \$10,000.

91105-1902

On the following pages are included detailed scope of work, schedule and budget information. Please do not hesitate to contact me with any questions you might have.

VOICE 626 795.9771

Sincerely,

Philip Burns, AICP, Principal
323.382.2402, phil@arroyogroup.com



HOUSING ELEMENT UPDATE SCOPE OF WORK

The Arroyo Group (TAG) will prepare an HCD-compliant Housing Element for the City of Vernon with assistance from Impact Sciences.

The Housing Element will be developed concurrently with the Mixed-Use Specific Plan, as the larger approach of the City toward housing is anticipated to be developed through the Mixed-Use Specific Plan. Public outreach will also generally be held in concert with the outreach for the Mixed-Use Specific Plan. However, we do propose one standalone workshop with the City Council or a joint workshop of City Commissions, as well as a separate City Council public hearing.

Per regulations of the state Housing and Community Development Department (HCD), the Draft Housing Element must be submitted to HCD no later than June 2021, the Final Housing Element must be adopted by October 15, 2021, and any required rezoning must be completed by January 15, 2022. This means that production of the final Housing Element, any CEQA documentation required by the Housing Element, and any required rezoning will all need to take place during the Mixed-Use Specific Plan CEQA preparation period.

The City has a few different options to accommodate the eight additional housing units in the City's RHNA allocation. Pending review of the 6th cycle RHNA regulatory standards, the options may include:

- Allow housing somewhere within the Mixed-Use District Specific Plan area. Potentially choose a small portion of the allowed area which can be environmentally cleared quickly.
- Accessory dwelling units on existing single-family homes
- Plan for housing on site "B" from the previous Housing Element cycle
- Designate another site on the eastern end of the community for housing

CEQA documentation for the Housing Element is likely to be very minimal and is therefore not included in this proposal.

Deliverables will be provided in digital format except for one (1) hard copy of each draft of the Housing Element, which will be mailed to the City. We assume that non-public facing deliverables are for internal use. Comments on such deliverables will

be registered and appended onto such deliverables. Public-facing deliverables will be revised based on one (1) consolidated set of comments from the City of Vernon.

TASK 1: BACKGROUND ANALYSIS

1.1 Document Review

At the Mixed-Use Specific Plan Kick-Off Meeting, The Arroyo Group will provide City of Vernon staff with a listing of pertinent data that is necessary to complete the work program. The Arroyo Group will only request data that is proprietary to the City and not available publicly, in order to minimize City staff workload. The Arroyo Group will review all applicable City, regional and State documents pertaining to the Housing Element update. This may include various policy and regulatory documents and other assistance programs.

Deliverables: Data request list

1.2 Evaluation of Current Housing Element

As required by State law, The Arroyo Group will review and evaluate the 2014-2021 Housing Element and its programs. In general, the task will include a review of the appropriateness of the housing goals, objectives, and policies in contributing to the attainment of the stated housing goal; the effectiveness of the Housing Element in attaining community housing goals and objectives, and the City's progress in implementing the Housing Element. The report will include the following information:

- Evaluate the status, effectiveness, and appropriateness of the current housing policy programs and identify any barriers to implementation;
- Compare identified goals from the adopted Housing Element to actual accomplishments during the plan period;
- Evaluate the existing Housing Element in relation to current State housing laws and identify any omissions or deficiencies.

Deliverables: Review of past performance matrix

1.3 Housing Needs

As required by State law, The Arroyo Group will assess housing needs, constraints, and resources available. The Arroyo Group will prepare a population

and housing profile that summarizes population and household characteristics in accordance with the methodologies established by HCD. Given that the City of Vernon's population is so small, and that recent changes in the population have not been reflected in the most recent Census information, we assume that the City of Vernon is able to provide information related to the population living in City-owned housing and the Vernon Villas.

TAG will analyze special housing needs, including persons with disabilities, large families, female-headed households, seniors, and homeless households. We will identify any existing housing units already targeting them, and if applicable, propose strategies to accommodate them such as utilizing County capital funds and project based vouchers to finance the development of new special needs housing units.

This section will also include a discussion of any affordable housing at-risk of conversion to market-rate units.

Deliverables: Text and tables for Housing Needs portion of Administrative Draft Housing Element

1.4 Housing Constraints Analysis

As required by State law, TAG will review and assess housing constraints. Housing constraints will identify non-governmental, governmental and environmental constraints that may have an effect on housing. TAG will review building codes, zoning codes, code enforcement activity, constraints for people with disabilities, land use controls and processing and permitting constraints. Constraints related to land costs, construction costs, availability of private financing, public subsidies, and fees and exactions will be discussed based on analysis conducted for the Mixed-Use Specific Plan.

Deliverables: Text and tables for Housing Constraints portion of Administrative Draft Housing Element

1.5 Analysis of Recent Housing Legislation

As required by State law, The Arroyo Group will review and evaluate recent housing legislation including the previous Housing Element.

Deliverables: Text and tables for Analysis of Recent Housing Legislation portion of Administrative Draft Housing Element

TASK 2: SITE INVENTORY AND ANALYSIS

2.1 Affordable Housing Preservation

TAG will recommend strategies to preserve any housing identified in Task 1.3 as at risk of conversion to market rate. As a part of this task, sites may also be identified for substantial rehabilitation or conversion of market-rate to affordable housing which could contribute to the City's RHNA allocation.

2.2 Site Identification and GP/Zone Change Need Identification

As prescribed by State law, TAG will conduct an analysis of sites and zoning and identifying where changes to the Zoning Code and General Plan Land Use Amendment are needed in order to accommodate the City's RHNA allocation. The analysis will reflect recent changes to this methodology issued by HCD.

Options to be explored include:

- Allow housing somewhere within the Mixed-Use District Specific Plan area. Potentially choose a small portion of the allowed area which can be environmentally cleared quickly.
- Accessory dwelling units on existing single-family homes
- Plan for housing on site "B" from the previous Housing Element cycle
- Designate another site on the eastern end of the community for housing

Required rezoning or General Plan Amendments will also be identified at this stage.

2.3 Homeless Housing Sites

Among the sites identified in Task 2.2, TAG will specifically identify and discuss sites or types of sites appropriate for housing to serve the area's unhoused population. Resources supporting the construction and operations of such housing will be noted.

2.4 Environmental Concerns

Impact Sciences will prepare an programmatic-level analysis of environmental constraints and adequate infrastructure per Government Code Section 65583.2(b)(4).

2.5 Feasibility Analysis

TAG will discuss the feasibility of housing from an economic perspective drawing upon the work

conducted for the Mixed-Use Specific Plan.

2.6 Implementation Resources

This section will present a list of financial resources applicable to the construction of affordable housing in the City of Vernon.

TASK 3: GOALS, POLICIES AND PROGRAMS

3.1 Goals and Policies

As a result of the previous analyses, TAG will develop goals and policies to clarify the City's housing vision in balance with the other elements of the General Plan and the characterization of the City as an almost exclusively industrial city.

3.2 Housing Programs and Implementation Strategy

Based on the list of housing programs from the 5th Cycle Housing Element, TAG will develop a new list of housing programs to address and prioritize strategies for implementation of the goals and policies related to housing.

3.3 Quantitative Objectives

Based on the previous analysis of sites, implementation resources and housing programs, TAG will prepare a matrix displaying the quantitative objectives of the Housing Element by income level and type of housing (new construction, rehabilitation or conversion).

TASK 4: HOUSING ELEMENT

4.1 Administrative Draft Housing Element

Incorporating work products from the previous tasks, The Arroyo Group will prepare and submit an Administrative Draft Housing Element to the City for review. The Administrative Draft will be a complete draft and include all required components of the Housing Element as described in prior tasks, and will include all tables, maps and graphics.

Deliverables: Administrative Draft Housing Element

4.2 Public Review Draft Housing Element

The Arroyo Group will prepare a Public Review Draft Housing Element based on City staff's comments on the Administrative Review Draft. City staff will provide The Arroyo Group with comments on the Administrative Draft within 14 calendar days for

preparation of the Public Review Draft. The Arroyo Group will resolve any issues and make requested revisions to the Administrative Draft to the satisfaction of the City.

Deliverables: Public Review Draft Housing Element

4.3 HCD Review Draft Housing Element

Considering input received during the public comment period, The Arroyo Group, in consultation with City staff, will revise the Public Review Draft Housing Element into an HCD Review Draft Housing Element. Once this is finalized, it will be submitted for an initial 60-day review to the Department of Housing and Community Development (HCD). The Arroyo Group will prepare a transmittal letter to HCD detailing how the Housing Element meets State law requirements. The Draft Housing Element will be accompanied by a completed Completeness Review Checklist.

Deliverables: HCD Review Draft Housing Element, Transmittal Letter, Completeness Review Checklist.

4.4 Final Housing Element & Response to HCD Comments

Following review by HCD, The Arroyo Group will revise the appropriate sections of the HCD Review Draft Housing Element. Though it is not desired, it is not uncommon for Housing Elements to need multiple rounds of review. Our scope accounts for up to seventy-four (74) hours of coordination, new analysis, revision, and repackaging, and response to HCD comments and Planning Commission/City Council direction. After adoption, the document will be packaged into a final Housing Element and sent for final certification by HCD.

Deliverables: Final Housing Element, Response to Agency Comments.

TASK 5: COMMUNITY ENGAGEMENT

The Arroyo Group will manage the community engagement effort for the Vernon Housing Element. The scope below reflects our current proposal of activities to engage the community on this project, but is subject to discussion with the City about its preferred methods and available budget.

The majority of community engagement for the

Housing Element will be incorporated within engagement for the Mixed-Use District Specific Plan and will grow out of the recommendations for that plan. A few standalone activities are proposed, which are described below:

5.1 Develop Housing Element Materials for Joint Outreach

TAG will develop materials to include information about the Housing Element which can be used in various outreach activities for the Mixed-Use Specific Plan if appropriate. These materials will be prepared in formats used in the Mixed-Use Specific Plan.

Deliverables: Developer interview summary.

5.2 Study Session or Commission Meeting

TAG will lead a study session with the City Council or a joint Commission meeting in order to familiarize decision-makers with the requirements and potential recommendations of the Housing Element and receive feedback.

Deliverables: One (1) study session with presentation.

5.3 Public Hearing

TAG will attend a public hearing with the City Council. If desired, we will make a presentation explaining the Housing Element for adoption.

Deliverables: One (1) City Council Public Hearing with presentation.

BUDGET AND SCHEDULE

Figures 1 and 2 give the proposed budget breakdown and schedule, respectively, for the Housing Element. Terms for billing and payment will be the same as those for the Mixed-Use Specific Plan.

Optional tasks are shown in gray italics.

Figure 1 - Budget Vernon Housing Element Update				THE ARROYO GROUP							IMPACT SCIENCES							TEAM		
				PLANNING		Principal / PM Philip Burns, AICP	Principal Planner Robert Paternoster,	Sr Associate - Design/GIS	Sr Associate - Outreach	Associate - Graphics/GIS	ENVIRONMENTAL		Principal Jessica Kirdner	Project Manager Vanessa Williford	Tech Specialist Kaitlin Heck	Planner Raul Castillo	Graphics Kara Yates Hines			
				\$155	\$200	\$135	\$135	\$100			\$200	\$150	\$125	\$110	\$125					
TASK 1: BACKGROUND ANALYSIS				\$17,460							\$0							\$17,460		
1.1 Document Review				12															\$1,860	
1.2 Evaluation of Current Housing Element				8					4										\$1,640	
1.3 Housing Needs																			\$0	
Demographic Characteristics				2						8									\$1,110	
Housing Characteristics & Trends				2						4									\$710	
Special Housing Needs				2						10									\$1,310	
Overpayment and Overcrowding				2															\$310	
At-Risk Affordable Housing Analysis				4															\$620	
1.4 Housing Constraints Analysis																			\$0	
Codes and Enforcement				4						4									\$1,020	
Constraints for People with Disabilities				4						4									\$1,020	
Fees and Exactions				3						6									\$1,065	
Land Use Controls				3						5									\$965	
Processing and Permitting				6						2									\$1,130	
Housing Revenues				4						8									\$1,420	
Non-Governmental (Market) Constraints				4						8									\$1,420	
1.5 Analysis of Recent Housing Legislation				12															\$1,860	
TASK 2: SITE INVENTORY AND ANALYSIS				\$5,285							\$5,015							\$10,300		
2.1 Affordable Housing Preservation				5																\$775
2.2 Site Identification and GP/Zone Change Need Identification				8						5										\$1,740
2.3 Homeless Housing Sites				2																\$310
2.4 Environmental Concerns				4								4	10		19	5		\$5,015	\$5,635	
2.5 Feasibility Analysis				6						6										\$1,530
2.6 Implementation Resources				2																\$310
TASK 3: GOALS, POLICIES AND PROGRAMS				\$7,610							\$0							\$7,610		
3.1 Goals and Policies				8	4															\$2,040
3.2 Housing Programs and Implementation Strategy				10	10					10										\$4,550
3.3 Quantitative Objectives				4						4										\$1,020
TASK 4: HOUSING ELEMENT				\$7,740							\$0							\$7,740		
4.1 Administrative Draft Housing Element				4						10										\$1,620
4.2 Public Review Draft Housing Element				6						8										\$1,730
4.3 HCD Review Draft Housing Element & Response to Public Comments				4						4										\$1,020
4.4 Final Housing Element & Response to HCD Comments				14						12										\$3,370
TASK 5: COMMUNITY ENGAGEMENT				\$6,390							\$0							\$6,390		
5.1 Develop Housing Element Materials for Joint Outreach				5				1	14											\$2,310
5.2 Commission Meeting or Study Session				8						8										\$2,040
5.3 Public Hearing				8						8										\$2,040
Total Labor Hours				170	14	0	1	152				4	10	0	19	5				
Non-Labor Expenses				\$500							\$0							\$500		
TOTAL				\$44,985							\$5,015							\$50,000		

Figure 2 - Schedule
Vernon Housing Element Update

[illegible]



GENERAL PLAN AMENDMENT SCOPE OF WORK

The Arroyo Group (TAG) will prepare focused General Plan Amendments necessary to ensure consistency between the General Plan, Housing Element, and Mixed-Use Specific Plan. This work plan presents our best guess about the changes to the General Plan Land Use Element, Circulation Element and other adopted Elements that will be necessary to adopt the Housing Element and Mixed-Use Specific Plan.

The General Plan Amendment will be presented in the form of redlined text, images and GIS files. We assume that the City of Vernon has original editable files (document format and map format) and can implement the recommended changes in the document.

The General Plan Amendment is anticipated to be drafted prior to the adoption of the Housing Element, which is anticipated to be the first of the two documents.

TASK 1: INTRODUCTION

1.1 History

This section may be re-framed in order to embrace the potential Mixed-Use Specific Plan embracing of a wider diversity of uses. Non-industrial elements of the history of Vernon may be added.

TASK 2: LAND USE ELEMENT

2.1 Overlay Districts

This section of the Land Use Element will need to be revised in order to add a new land use category or overlay district with a robust description. Land use diagram (map) changes will also need to be prepared.

2.2 Goals and Policies

We anticipate that a new goal with set of policies will need to be added in order to implement the Mixed-Use District Specific Plan. Existing goals and policies may require refinement as well.

TASK 3: CIRCULATION AND INFRASTRUCTURE ELEMENT

3.1 Street Classifications

Complete streets improvements within the Mixed-Use Specific Plan area may require changes to the City's street classifications and General Plan standard cross-sections. TAG will prepare changes that are required within the Mixed-Use Specific Plan area.

3.2 Other Transportation Modes

Circulation Element Section 2.4, Other Transportation Modes, will likely need a bit of strengthening and updating to adopt the Mixed-Use Specific Plan.

3.3 Goals and Policies

We anticipate some modifications to the Goals and Policies of the Circulation Element in order to include multimodal circulation needs.

TASK 4: GENERAL PLAN AMENDMENT

4.1 Drafts, Refinements and Other Required Changes

We will first prepare an Administrative Draft General Plan Amendment at the time that its preparation becomes necessary for City Council consideration of either the Housing Element or Mixed-Use Specific Plan. Based on one round of staff comments, we will refine into a Public Hearing Draft General Plan Amendment, and finally a Final General Plan Amendment after City Council consideration.

BUDGET

The Arroyo Group will complete the General Plan Amendment for the cost of \$10,000. Terms for billing and payment will be the same as those for the Mixed-Use Specific Plan.

EXHIBIT B
SCHEDULE



Section D. Work Plan describes one optional task – a Health Risk Assessment as part of the Program EIR. The cost for this item is \$12,000. Also, please note that additional funds may need to be allocated to conduct a Water Supply Assessment, depending upon the level of information available and anticipated construction in the Specific Plan.

**Figure 4 - Budget
Vernon Mixed-Use District Specific
Plan
and Program EIR**

Figure 4 - Budget
Vernon Mixed-Use District Specific
Plan
and Program EIR

	HR&A ADVISORS ECONOMICS					SHERWOOD ENGINEERS CIVIL AND INFRASTRUCTURE					ITERIS TRAFFIC ANALYSIS				IMPACT SCIENCES ENVIRONMENTAL					TEAM
	Partner Judith Taylor \$430	Director Jane Carlson \$325	Analyst \$190	Research Analyst \$150		Principal Drew Norton \$230	Sr Project Manager Jimmy Galvez \$200	Engineer I Gina Pallino \$155	Graphics \$145		Associate Vice President Deepak Koushik \$215	Sr. Transportation Planner Sean Daly \$155	Asst Transportation Engineer \$115		Principal Jessica Kirdner Flores \$200	Project Manager Vanessa Williford \$150	Tech Specialist Kaitlin Heck \$125	Planner Raul Castillo \$110	Graphics Kara Yates Hines \$125	
TASK 1: PROJECT MANAGEMENT AND COORDINATION					\$3,020					\$2,590				\$1,075					\$4,000	\$31,010
1.1 Schedule Monitoring					\$0					\$0				\$0					\$0	\$2,480
1.2 Budget Monitoring					\$0					\$0				\$0					\$0	\$2,480
1.3 Meetings and Coordination	4	4			\$3,020	2	6	6		\$2,590	5			\$1,075	5	20			\$4,000	\$26,050
TASK 2: BASELINE STUDIES					\$14,130					\$8,770				\$0					\$0	\$60,450
2.1 Parking, Access and Linkage Study					\$0					\$0				\$0					\$0	\$12,910
2.2 Land Use Survey and Ownership Analysis					\$0					\$0				\$0					\$0	\$11,600
2.3 Infrastructure Analysis					\$0	4	4	38	8	\$8,770				\$0					\$0	\$9,080
2.4 Market Scan	6	10	20	30	\$14,130					\$0				\$0					\$0	\$14,750
2.5 Opportunities and Constraints Analysis					\$0					\$0				\$0					\$0	\$12,110
TASK 3: PREPARE, REVIEW AND ADOPT SPECIFIC PLAN					\$33,790					\$18,310				\$0					\$7,650	\$203,395
3.1 Vision and District Identification (Chapter 1)	4	4	6		\$4,160					\$0				\$0					\$0	\$20,910
3.2 Resource Identification (Chapter 2)					\$0					\$0				\$0					\$0	\$7,530
3.3 Land Use Element (Chapter 3)					\$0					\$0				\$0	4	16	18	20	\$7,650	\$19,925
3.4 Development Standards (Chapter 4)					\$0					\$0				\$0					\$0	\$17,660
3.5 Complete Streets (Chapter 5)					\$0	4	2	16	10	\$5,250				\$0					\$0	\$23,790
3.6 Non-Motorized Transportation (Chapter 6)					\$0					\$0				\$0					\$0	\$10,260
3.7 Design Element (Chapter 7)					\$0					\$0				\$0					\$0	\$13,380
3.8 Infrastructure Improvements (Chapter 8)					\$0	4	6	50	22	\$13,060				\$0					\$0	\$18,380
3.9 Implementation (Chapter 9)	4	6	15		\$6,520					\$0				\$0					\$0	\$13,620
3.10 Feasibility of Mixed-Use Development	12	18	40	30	\$23,110					\$0				\$0					\$0	\$36,770
3.11 Draft Specific Plan					\$0					\$0				\$0					\$0	\$5,770
3.12 Specific Plan Adoption and EIR Certification					\$0					\$0				\$0					\$0	\$7,320
3.13 Final Specific Plan					\$0					\$0				\$0					\$0	
TASK 4: CEQA ENVIRONMENTAL CLEARANCE					\$0					\$3,940				\$13,920					\$127,400	\$139,555
4.1 Technical Studies					\$0	2	5	16		\$3,940	16	12	52	\$11,280	10	40	120	20	10	\$26,450
4.2 Initial Study					\$0					\$0				\$0	10	20	20	60	10	\$15,350
4.3 Notice of Preparation					\$0					\$0				\$0	6	10	10	20	10	\$7,400
4.4 Draft Program EIR					\$0					\$0				\$0	24	110	80	210	20	\$56,900
4.5 Public Comments and Response to Comments					\$0					\$0	8		8	\$2,640	10	30	10	10	10	\$10,100
4.6 Final Program EIR and EIR Certification					\$0					\$0				\$0	10	30	10	20	10	\$11,200
TASK 5: COMMUNITY OUTREACH AND PUBLIC INPUT					\$0					\$0				\$0					\$1,440	\$48,480
Design Workshop #1 - Baseline Analyses and Opportunities					\$0					\$0				\$0					\$0	\$9,730
5.1a and Constraints					\$0					\$0				\$0					\$0	\$9,730
Design Workshop #2 - Preliminary Land Use and Urban					\$0					\$0				\$0					\$0	\$3,240
5.1b Design Concept					\$0					\$0				\$0					\$0	\$3,280
5.2 City Council Study Session					\$0					\$0				\$0					\$0	\$3,240
5.3 City Council Interviews					\$0					\$0				\$0					\$0	\$3,240
5.4 Joint Commission Study Session					\$0					\$0				\$0					\$0	\$10,240
5.5 Informational Workshop					\$0					\$0				\$0	2	4		4	\$1,440	\$9,020
5.6 Print, Email, Posting, Web Notices					\$0					\$0				\$0					\$0	
Total Labor Hours	30	42	81	60		16	23	126	40		29	12	60		81	280	268	364	70	
Non-Labor Expenses					\$50,940					\$33,610				\$14,995					\$140,490	\$482,890
					\$0					\$0				\$0					\$0	\$3,000
					\$50,940					\$33,610				\$14,995					\$140,490	\$485,890

Optional tasks are shown in gray italics.

Figure 1 - Budget Vernon Housing Element Update			THE ARROYO GROUP						IMPACT SCIENCES						TEAM							
			PLANNING	Principal / PM Philip Burns, AICP	Principal Planner Robert Paternoster,	Sr Associate - Design/GIS	Sr Associate - Outreach	Associate - Graphics/GIS	ENVIRONMENTAL	Principal Jessica Kirdner	Project Manager Vanessa Willford	Tech Specialist Kaitlin Heck	Planner Raul Castillo	Graphics Kara Yates Hines								
				\$155	\$200	\$135	\$135	\$100		\$200	\$150	\$125	\$110	\$125								
TASK 1: BACKGROUND ANALYSIS			\$17,460						\$0						\$17,460							
1.1 Document Review			12						\$1,860						\$1,860							
1.2 Evaluation of Current Housing Element			8						4						\$1,640	\$1,640						
1.3 Housing Needs									\$0						\$0							
Demographic Characteristics			2						8						\$1,110	\$1,110						
Housing Characteristics & Trends			2						4						\$710	\$710						
Special Housing Needs			2						10						\$1,310	\$1,310						
Overpayment and Overcrowding			2												\$310	\$310						
At-Risk Affordable Housing Analysis			4												\$620	\$620						
1.4 Housing Constraints Analysis									\$0						\$0							
Codes and Enforcement			4						4						\$1,020	\$1,020						
Constraints for People with Disabilities			4						4						\$1,020	\$1,020						
Fees and Exactions			3						6						\$1,065	\$1,065						
Land Use Controls			3						5						\$965	\$965						
Processing and Permitting			6						2						\$1,130	\$1,130						
Housing Revenues			4						8						\$1,420	\$1,420						
Non-Governmental (Market) Constraints			4						8						\$1,420	\$1,420						
1.5 Analysis of Recent Housing Legislation			12												\$1,860	\$1,860						
TASK 2: SITE INVENTORY AND ANALYSIS			\$5,285						\$5,015						\$10,300							
2.1 Affordable Housing Preservation			5												\$775	\$775						
2.2 Site Identification and GP/Zone Change Need Identification			8						5						\$1,740	\$1,740						
2.3 Homeless Housing Sites			2												\$310	\$310						
2.4 Environmental Concerns			4												\$620	\$620						
2.5 Feasibility Analysis			6						6						\$1,530	\$1,530						
2.6 Implementation Resources			2												\$310	\$310						
TASK 3: GOALS, POLICIES AND PROGRAMS			\$7,610						\$0						\$7,610							
3.1 Goals and Policies			8						4						\$2,040	\$2,040						
3.2 Housing Programs and Implementation Strategy			10						10						\$4,550	\$4,550						
3.3 Quantitative Objectives			4						4						\$1,020	\$1,020						
TASK 4: HOUSING ELEMENT			\$7,740						\$0						\$7,740							
4.1 Administrative Draft Housing Element			4						10						\$1,620	\$1,620						
4.2 Public Review Draft Housing Element			6						8						\$1,730	\$1,730						
4.3 HCD Review Draft Housing Element & Response to Public Comments			4						4						\$1,020	\$1,020						
4.4 Final Housing Element & Response to HCD Comments			14						12						\$3,370	\$3,370						
TASK 5: COMMUNITY ENGAGEMENT			\$6,390						\$0						\$6,390							
5.1 Develop Housing Element Materials for Joint Outreach			5						1						\$2,310	\$2,310						
5.2 Commission Meeting or Study Session			8						8						\$2,040	\$2,040						
5.3 Public Hearing			8						8						\$2,040	\$2,040						
Total Labor Hours			170						14						0	1	152					
Non-Labor Expenses															\$500						\$500	
TOTAL															\$44,985						\$5,015	\$50,000

Figure 3 - Budget
Vernon General Plan Amendment

Optional tasks are shown in gray italics.

	THE ARROYO GROUP	PROJECT MANAGEMENT, LAND USE AND ENGAGEMENT	Principal / PM Philip Burns, AICP Principal Planner Robert Paternoster, Sr Associate - Design/ GIS Sr Associate - Outreach Associate - Graphics/ GIS			
		\$155	\$200	\$135	\$135	\$100
TASK 1: INTRODUCTION						\$1,020
1.1 History		4			4	\$1,020
TASK 2: LAND USE ELEMENT						\$2,880
2.1 Overlay Districts		10			4	\$1,950
2.2 Goals and Polides		6				\$930
TASK 3: CIRCULATION AND INFRASTRUCTURE ELEMENT						\$3,790
3.1 Street Classifications		6			6	\$1,530
3.2 Other Transportation Modes		4				\$620
3.3 Goals and Polides		8			4	\$1,640
TASK 4: GENERAL PLAN						\$2,310
4.1 Drafts, Refinements and Other Required Changes		8			2	8 \$2,310
<i>total Labor Hours</i>		46	0	0	2	26
Non-Labor Expenses						\$0
TOTAL						\$10,000

EXHIBIT C

LIVING WAGE PROVISIONS

Minimum Living Wages:

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

Paid and Unpaid Days Off:

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

No Retaliation:

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

EXHIBIT D

EQUAL EMPLOYMENT OPPORTUNITY

PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

City Council Agenda Item Report

Agenda Item No. COV-307-2020
Submitted by: Mark Aumentado
Submitting Department: Public Utilities
Meeting Date: October 6, 2020

SUBJECT

Services Agreement with A.M. Ortega Construction, Inc. for Natural Gas Project Design - Construction and Repair Services

Recommendation:

A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review because it is an administrative and fiscal activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines Section 15378; and even if the proposed action constituted a “project” under CEQA, the project would be categorically exempt in accordance with CEQA Guidelines Section 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 a Services Agreement with A.M. Ortega Construction, Inc., a California corporation, for Natural Gas Project Design – Construction & Repair Services, in substantially the same form as submitted, for an amount not to exceed \$990,000 over a three-year term, with an effective date of October 6, 2020.

Background:

Vernon Public Utilities (VPU) is responsible for providing natural gas to approximately 120 commercial and industrial customers. VPU is the second largest municipal gas utility in California and 15th in the country based on the volume of gas delivered. VPU currently employs four full-time staff members to handle daily operational duties and tasks while utilizing outside expertise for non-routine tasks that often require specialized tools and equipment. Thus, VPU leverages experience from the outside without having to hire full-time professional design, operations, and construction staff that may not be fully utilized.

On July 22, 2020, the Gas Division issued a Request for Proposals (RFP) for Natural Gas Project Design – Construction & Repair Services. In accordance with Vernon Municipal Code Section 2.17.08 and Section 2.17.14, the RFP was issued on the City’s website, PlanetBids, and three different staff members specifically reached out to various vendors likely to submit proposals. The solicitation was viewed by 17 prospective vendors and was broadcast to over 250 external vendors.

The goal of the RFP was to commission a successful proposer on an “as-needed basis” to perform specialized work. This work is anticipated to include project design services, as well as, construction and repair support services on the six-inch polyethylene (PE) gas distribution system, ten-inch high-pressure steel gas transmission system, two regulator stations, and any other part of the City’s natural gas infrastructure that may require attention.

Needed services include:

- Provide project design services for the City’s Natural Gas system, as needed

- Prepare construction plans and as-built drawings in relation to VPU's natural gas infrastructure and projects
- Consult with City staff to explore design and construction options to solve complex natural gas issues
- Construction and repair support services to be performed by operator qualified personnel including, but are not limited to:
 - Welding of steel gas pipe
 - Fusion of PE distribution line
 - Pressure testing of steel and PE pipe
 - Excavation and installation of steel or PE pipe
 - Shoring of trenches and pits above gas lines
 - Technical and maintenance support of regulator stations
 - Pipeline damage repair
 - Obtaining encroachment permits and perform traffic control management
- Emergency and other support services include:
 - Recovery from an unforeseen event or natural disaster such as a major earthquake
 - Gas system support with operator qualified personnel, as needed in the event VPU does not have sufficient resources

By August 8, 2020, the RFP proposal deadline, staff received one proposal from A.M. Ortega Construction, Inc. (A.M. Ortega). City staff evaluated the proposal and deemed it successful in response to the RFP. Although only one proposal was received, staff is confident in A.M. Ortega and their ability to perform at a high level of expertise and professionalism. A.M. Ortega has successfully and satisfactorily completed many projects for Vernon Public Utilities, ranging in size and scope.

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

Fiscal Impact:

The services identified in the Services Agreement will be performed on an "as-needed basis." Several unpredictable factors can contribute to the need for these services such as the number of new customers and the complexity to connect them to the system, engineering and pipeline safety assessments to comply with new and pending regulations, and potential repairs due to system leaks and mechanical failures. Staff has forecast \$330,000 per year based on historical expenditures during previous Services Agreements, compliance with new and anticipated regulatory requirements, an anticipated increase in new customers, and a marginal increase in maintenance and repairs. The proposed Services Agreement with A.M. Ortega Construction, Inc. is for a three-year term with a not-to-exceed amount of \$990,000. The VPU Gas Division has allocated \$330,000 for these services in the approved 2020-2021 fiscal year budget (account nos. 056.5600.595200, 056.5600.596200, and 056.5600.900000); and will budget accordingly in subsequent fiscal years.

Attachments:

1. [Services Agreement with A.M. Ortega Construction, Inc.](#)
2. [Prospective Bidders List and Firms Directly Notified](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND A.M. ORTEGA
CONSTRUCTION, INC. FOR NATURAL GAS PROJECT DESIGN - CONSTRUCTION AND
REPAIR SERVICES

COVER PAGE

Contractor:	A.M. Ortega Construction, Inc.
Responsible Principal of Contractor:	A. Maurice Ortega, President
Notice Information - Contractor:	A.M. Ortega Construction, Inc. 10125 Channel Road Lakeside, CA 92040 Attention: A. Maurice Ortega, President Phone: (619) 390-1988 Facsimile: (619) 681-5920
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Abraham Alemu, General Manager Telephone: (323) 583-8811 ext. 834 Facsimile: (323) 826-1408
Commencement Date:	October 6, 2020
Termination Date:	September 30, 2023
Consideration:	Total not to exceed \$990,000.00 (includes all applicable sales tax); and more particularly described in Exhibit B
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND A.M. ORTEGA
CONSTRUCTION, INC. FOR NATURAL GAS PROJECT DESIGN - CONSTRUCTION AND
REPAIR SERVICES

This Contract is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and A.M. Ortega Construction, Inc., a California corporation ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on October 6, 2020.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the City's Request for Proposals issued on or about July 22, 2020, and titled Natural Gas Project Design – Construction and Repair Services, and Contractor's proposal to the City ("Proposal") dated August 7, 2020, Exhibit "A", a copy which is attached to and incorporated into this Contract by reference.

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

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

3.0 PERSONNEL.

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

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

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

4.0 TERM. The Contractor shall commence the delivery of services on receipt of a written notice to proceed. The term of this Contract shall commence on October 6, 2020, and it shall continue until September 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 "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 \$990,000.00 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 "B," if the extra work has been approved by the City.

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

6.0 PAYMENT.

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

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

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

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

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

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

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

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

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

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

coverage.

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

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

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

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

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

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

the performance of the services.

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

v. Contractors Pollution Liability (CPL) policy limit shall provide coverage of no less than \$1,000,000 per claim and in the aggregate. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs of defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

- (1) Contractor shall obtain, pay for, and maintain for the duration of the Contract CPL insurance that provides coverage for liability caused by pollution conditions arising out of the operations of the Contractor. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using Subcontractors, the policy must include work performed "by or on behalf" of the insured.
- (2) All activities contemplated in the Contract shall be specifically scheduled on the CPL policy as "covered operation." In addition, the policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.
- (3) The policy shall specifically provide for a duty to defend on the part of the insurer. The City of Vernon, its officers, employees and agents shall be added to the policy as additional insureds by endorsement.

vi. 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.

vii. 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.

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

ix. 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.

x. 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, General Manager
4305 Santa Fe Avenue
Vernon, CA 90058

If to the Contractor:

A.M. Ortega Construction, Inc.
Attention: A. Maurice Ortega, President
10125 Channel Road
Lakeside, CA 92040

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 AND PREVAILING WAGES. Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "C". Upon the City's request, certified payroll records shall promptly be provided to the City. The provisions of California Labor Code 1770, et seq., regarding the payment of prevailing wages on public works, and related regulations, apply to all City contracts. In addition, the selected consultant and/or any subcontractor must be currently registered and qualified (including payment of any required fee) with the State Department of

Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the State Department of Industrial Relations. If Living Wage Provisions and Prevailing Wage provisions should both apply to this Contract, Contractor and all of its Subcontractors shall pay the higher of the applicable wages to the extent required by law.

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

[Signatures Begin on Next Page].

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

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

A.M. Ortega Construction, Inc., a California
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
CONTRACTOR'S PROPOSAL



California Contractor's License # A-486311
A Certified Minority Business Enterprise

City of Vernon
Gas Project Design – Construction & Repair Services RFP

Due: August 7, 2020
Time: 5:00 PM
Proposal Prepared By: Steven C. Wood, PMP

Main Office: 10125 Channel Rd.	Lakeside, CA. 92040	Office: (619) 390-1988	Fax: (619) 390-1941
Inland Empire: 11001 Beech Ave.	Fontana, CA. 92337	Office: (951) 360-1352	Fax: (951) 681-5920



California Contractor's License # A-486311
A Certified Minority Business Enterprise

August 7, 2020

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

RE: Natural Gas Project Design – Construction & repair Services

Dear Mr. Alemu,

A.M. Ortega Construction, Inc. is pleased to submit this proposal to provide Natural Gas Project Design – Construction & Repair Services to the City of Vernon on an *as-needed* basis. If this contract is awarded to A.M. Ortega, we will field crews comprised of craft workers represented by the IBEW Local 47 and the UA Locals 250, 345, and 469, under the overall supervision of A.M. Ortega's Estimating Division Manager, Steven Wood. Design services will be provided in-house by A.M. Ortega's staff of professional utility system designers, and civil engineering services will be provided by our subcontractor partners for our work with City of Vernon.

A.M. Ortega will comply with the general conditions as stipulated in the RFP instructions, and any applicable special terms and conditions which may be applicable to individual projects awarded under the agreement. We agree to furnish all necessary and incidental labor, services, materials, supplies, insurance, equipment and transportation, tools, and other facilities required for the prompt and efficient execution of the work at the appropriate hourly rates for labor and equipment, and at Cost Plus 10% for materials and services provided by vendors and subcontractors.

This proposal is based upon an *as-needed* construction schedule to be determined by the City of Vernon, where the term of the Contract shall not exceed three (3) years. This proposal is valid for a period of not less than ninety (90) days.

A.M. Ortega has a well-established safety program, detailed in the Safety Program section of this proposal, which has led to an excellent safety record. Our Experience Modification Ratings (EMR) for the previous three years are 1.13 (2017), .80 (2018), and .79 (2019). You will find a detailed explanation of these EMR in the Safety Section.

This proposal includes work to be performed by specialty subcontractors, including Utilicoor Engineering, California Boring, RTL Equipment, & Penhall Company. A.M. Ortega also employs 3rd party vendors for trucking and hauling, dump fees, and materials deliveries which vary depending on the project. A.M. Ortega reserves the right to substitute qualified subcontractors for non-specialized work as needed to complete the work.

A.M. Ortega

GENERAL ENGINEERING CONTRACTOR INC.

California Contractor's License # A-486311
A Certified Minority Business Enterprise

Included with this letter, you will find the following information that comprises our Proposal:

1. This Cover Letter (2 Pg.)
2. Introduction and Scope Summary (2 Pg.)
3. Description of Our Ability to Respond to Requests for Service (2 Pg.)
4. Rates and Charges (6 Pg.)
5. Evidence of Qualifications – Summary (1 Pg.)
6. Evidence of Qualifications – Projects Performed for the City of Vernon, CA. 2015 – 2020 (1 Pg.)
7. Evidence of Qualifications – Selected Projects for Other Customers (1 Pg.)
8. Evidence of Qualifications – Staff Experience Information for A.M. Ortega (2 Pg.)
9. Evidence of Qualifications – Corporate References (1 Pg.)
10. Affidavit of Non-Collusion, Signed by A Corporate Officer (1 Pg.)
11. Department of Industrial Relations Registration Information (1 Pg.)

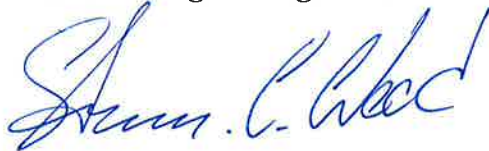
You will also find the following attachment to our proposal:

- A. Safety Program Information
- B. Operator Qualification Program for Non-Specified Clients

In accordance with the RFP instructions, the rates and charges in this proposal are inclusive of compliance with the City of Vernon's Living Wage Ordinance, California State Prevailing Wage requirements, including provision of Certified Payroll, and applicable collective bargaining agreements. A.M. Ortega maintains and will maintain a 49 CFR Part 199 qualified PHMSA Anti-Drug and Alcohol program, and can provide reporting as needed and requested in the RFP. Further, we maintain a robust Operator Qualification program which is well coordinated with the City.

Please do not hesitate to contact Steven Wood if you have any questions regarding this proposal.

Respectfully submitted,
A.M. Ortega Construction, Inc.
A General Engineering Contractor



Steven C. Wood, PMP,
Estimating Manager
SWood@AMOrtega.com
C: 619.922.7382



A. Maurice Ortega
President



California Contractor's License # A-486311
A Certified Minority Business Enterprise

Introduction & General Scope

A.M. Ortega Construction, Inc. has been providing Natural Gas Construction and Repair Support to the City of Vernon under a substantially similar contract for the past 6 years. Under the existing agreement, A.M. Ortega has deployed forces to assist the City in the installation of underground pipeline facilities on the 6" PE Distribution System and the 10" Steel Transmission System. We are intimately familiar with the City of Vernon's Standard Operating Procedures for the award and performance of work under this agreement, and are prepared to continue providing excellent customer service and the highest quality workmanship for the City's natural gas facilities.

For the purposes of clarity, A.M. Ortega Construction, Inc understands the general scope of work for the Natural Gas Project Design – Construction and Repair services project to entail the following tasks to be performed on an as-needed basis, as indicated for the duration of the Service Agreement, by the City of Vernon:

- Provide project design services for the City's Natural Gas System, as needed
- Prepare construction plans and as-builts in relation to VPU's natural gas infrastructure and projects
- Consult with City Staff to explore design and construction operations to solve complex natural gas issues
- Construction and repair support services to be performed by operator qualified personnel include, but are not limited to:
 - Welding high-pressure steel gas pipe
 - Fusion of PE distribution lines
 - Pressure testing of steel and PE pipe w/ appropriate documentation
 - Excavation and installation of steel or PE pipe
 - Shoring of trenches and excavations
 - Technical and maintenance support of regulator stations
 - Obtaining encroachment permits and perform traffic control management
- Emergency and other support services include:
 - Recovery from an unforeseen event or natural disaster such as a major earthquake
 - Gas system support with operator qualifies personnel, as needed, in the even VPU does not have sufficient resources
- 6" polyethylene (PE) gas distribution system
- 10" high pressure steel gas transmission system
- Two distribution regulator stations
- Welding of high pressure steel gas pipe



California Contractor's License # A-486311
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Introduction & General Scope

- Fusion of PE distribution line
- Pressure testing of steel and PE pipe
- Excavation and installation of steel or PE pipe
- Shoring of trenches and pits above gas lines
- Technical and maintenance support or regulator stations
- Pipeline damage repair
- Recovery from a natural disaster such as a major earthquake
- Gas system support, as needed, in the event the City does not have sufficient resources
- Specialty smoothing of two or more sharp bends in the ten-inch steel transmission line prior to the next in-line assessment to occur in 2018 or earlier
- Obtain encroachment permit and traffic control management
- Any additional work as needed for the City's natural gas infrastructure

A.M. Ortega further understands that the scope is not limited to the above listed tasks.

We are familiar with the City's project based award system, where individual projects are budgeted using the contract rates prior to the start of work on a Not to Exceed basis. Furthermore, we are accustomed to the City's procedures for inspections, Operator Qualifications review, and permitting.



California Contractor's License # A-486311
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Work Plan

A.M. Ortega Construction, Inc., has been serving all of Southern California since 1974. At present, A.M. Ortega has 2 central office locations and several other dispatch yards. Our workforce consists of over 200 field employees in both our Gas Pipeline and Conduit Divisions. Our office and administrative team consist of approximately 50 Accounting Specialists, Estimators, Project Managers, Administrative Professionals, and Senior Management roles. In addition, our Fleet Maintenance Department is fully staffed with mobile and shop-based mechanics. Our Paving and Grading Divisions, based out of the Lakeside Corporate Headquarters, support Pipeline and Conduit projects throughout our service area.

A.M. Ortega Construction, Inc., is prepared to field up to eight individual crews to complete projects covered by this RFP. These crews will be compromised of craft workers represented by the International Brotherhood of Electrical Workers (IBEW), Local Union 47 and Local Union 569, and the United Association Union of Plumbers, Fitters, Welders, and Service Technicians, Local Unions 250, 345, and 460. A.M. Ortega crews are composed entirely of men and women represented by these unions. Our crews will be sized according to the volume of work included in each project, and the schedule constraints of that project.

Additionally, our in-house Design Team can provide project design and support for the needs of the City's Natural Gas System. Our designers are familiar with the City's design standards and criteria, and have experience on recent projects including 26th Street Bridge Pipeline Installation, which was designed by A.M. Ortega.

In general, a crew for Gas System Construction & Repair Services would have 3 -8 members, including:

- (1) Foreman
- (1 - 2) Equipment Operators
- (1) Arc Welder or Polyethylene Fuser
- (1) Welder's or Fuser's Helper or Apprentice
- (1 - 6) Underground Technicians or Metal Trades Laborers

Such a crew would be provided with the following equipment:

- (1 - 2) Crew Truck(s) (F-450 Utility Bed or Similar)
- (1) Welder's Rig
- (1 - 2) Backhoe Loaders
- (1) PE Pipe Dolly (If Needed)
- (1) Air Compressor, 185 CFM
- (1) Pipe Trailer

A.M. Ortega has inhouse design professionals ready to provide natural gas transmission, distribution and regulator station, design, engineering, project management and construction



California Contractor's License # A-486311
A Certified Minority Business Enterprise

Work Plan

management services. We offer a wide range of support services and programs.

The inhouse Design team consists of:

- (1) Design Manager
 - (4) Designers
 - (1) Drafter
- Plus Sub-Consultant Engineers as-needed.

Some of our capabilities include:

Design/build programs	Large meter stations
Maintenance programs	Pipe and fitting sizing
Full-service engineering and design programs	CNG stations
Project Management services	DOT line relocations
PLSCADD and CAD mapping and drafting design services	Main extensions
Line and service extensions	Material specifications
Constructability reviews	System uprates
Material procurement and management programs	Site surveys
Emergency and after-hours action planning/response services	Contract administration
Regularly scheduled climbing inspection and utility look-up	Construction inspection and management services
Transmission engineering projects	DOT permit applications
Distribution system inventory and condition assessment services	ROW requirements and acquisition
Residential, commercial and industrial distribution design services	Project resource loading
GPS survey services	Engineering, Procurement and Construction (EPC)
Gas regulator stations	Development of strategies and processes
	Logistical planning
	Safety and quality plans for site personnel management
	Testing and commissioning support
	Construction staking and field coordination

Additional third-party dump trucks, ready mix concrete trucks, and other delivery vehicles would be employed as needed.

Generally speaking, A.M. Ortega is presently able to respond to an emergent request for service in the City of Vernon with as little as one day's advance notice, provided that the project is already prepared for work, including Underground Service Alert mark-out and permitting by the City. For non-emergency work, we are able to respond to requests for budgeting within one



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Work Plan

business day; work can begin as early as 3 working days following acceptance of a budget proposal by the City and issuance of a job package and permit for construction.

Throughout our 44-year history, A.M. Ortega has provided exceptional service to our utility company and private customers. Working to ensure that all our projects are completed on time and within the budget constraints provided, we have built a team of Superintendents, Estimators, Project Managers, Foreman, and field employees who are experts in the Companies' standards, municipal requirements, and safe work practices for the installation of electric and communications conduits and gas pipelines.

A.M. Ortega crews are prepared to take on dry utilities construction projects from the generating station to the customer house connection anywhere in the Southwest. With completed projects at every level of complexity, from riser replacements, customer secondary connections, and telecommunications service conduits to complete Rule 20A Distribution Conversions, Underground Electric Transmission duct bank projects, high pressure steel pipeline installations, and plastic main replacements with service tie-overs, as well as new development construction, A.M. Ortega crews have the experience necessary to continue to provide exceptional quality and on time completions for projects in Southern California and beyond.



California Contractor's License # A, C10 - 486311

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Rates valid through August 31, 2023

Prevailing Wage Time and Equipment (Hourly) Rates

For Work Performed for: City of Vernon

General Conditions:

- ** 4 Hour minimum for all Labor and Equipment ** Equipment Delivery Time is Billable**
- ** All billings shall be portal to portal from the time of dispatch to the return to the location of dispatch.
- ** Workmen called out from home shall be billable until time of return home.
- ** The Customer shall bear all responsibility for permits, authorizations, rights of entry, plans, specifications, and direction of the work, and shall be responsible for the cost of same.
- ** All crews composed of workmen covered by these rates shall include a Foreman.
- ** The selection of the Foreman shall be made by A.M. Ortega based on the type of work performed.
- ** Teeth, cutting edges, and consumable parts are shall be considered billable.
- ** Standard rates are for the first 8 hours of the workday, starting and ending between 7:00 AM and 5:00PM Monday through Friday.
- ** Double time rates are for work after the 12th hour in a single day, and for work starting after 9:00 PM or before 7:00 AM Monday to Saturday, and on all Sundays and Holidays.
- ** It is assumed that a single crew will carry a job to completion – crews will not be rotated during an active job.

Labor Rates

Service Short Text	UOM	September 1, 2020 to August 31, 2021	September 1, 2021 to August 31, 2022	September 1, 2022 to August 30, 2023
Foreman (DT)	HR	\$250.89	\$259.67	\$270.06
Foreman (ST)	HR	\$144.18	\$149.23	\$155.20
Foreman (TH)	HR	\$197.53	\$204.44	\$212.62
Laborer (DT)	HR	\$133.90	\$138.59	\$144.13
Laborer (ST)	HR	\$77.25	\$79.95	\$83.15
Laborer (TH)	HR	\$104.03	\$107.67	\$111.98
Welder-ARC (DT)	HR	\$185.40	\$191.89	\$199.56
Welder-ARC (ST)	HR	\$104.03	\$107.67	\$111.98
Welder-ARC (TH)	HR	\$144.20	\$149.25	\$155.22
Polyethylene Fuser (DT)	HR	\$185.40	\$191.89	\$199.56
Polyethylene Fuser (ST)	HR	\$104.03	\$107.67	\$111.98
Polyethylene Fuser (TH)	HR	\$144.20	\$149.25	\$155.22
Equipment Operator (DT)	HR	\$185.40	\$191.89	\$199.56
Equipment Operator (ST)	HR	\$104.03	\$107.67	\$111.98

Corporate Office:	10125 Channel Rd.	Lakeside, CA. 92040	(619) 390-1988	(619) 390-1941
Inland Empire:	224 N. Sherman Ave.	Corona, CA. 92882	(951) 360-1352	(951) 681-5920



California Contractor's License # A, C10 - 486311

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Equipment Operator (TH)	HR	\$144.20	\$149.25	\$155.22
Driver/Teamster (DT)	HR	\$133.90	\$138.59	\$144.13
Driver/Teamster (ST)	HR	\$77.25	\$79.95	\$83.15
Driver/Teamster (TH)	HR	\$104.03	\$107.67	\$111.98
Designer (Journeyman)	HR	\$136.82	\$141.61	\$147.27
Sr. Designer	HR	\$142.77	\$147.77	\$153.68
Supervising Designer	HR	\$171.59	\$177.60	\$184.70

Equipment Rates				
Service Short Text	UOM	October 1, 2020 to December 31, 2020	January 1, 2021 to December 31, 2022	January 1, 2023 to August 30, 2023
AirCompr-185CFMw-JckHamrClay Digger & hose	HR	\$20.16	\$20.87	\$21.70
Arrow Board	HR	\$8.49	\$8.79	\$9.14
Breaker for 580 Backhoe	HR	\$32.52	\$33.66	\$35.00
Breaker for 710 Backhoe	HR	\$40.57	\$41.99	\$43.67
Backhoe-580	HR	\$41.34	\$42.79	\$44.50
Backhoe-580 w/hammer attachment	HR	\$74.97	\$77.59	\$80.70
Backhoe-710	HR	\$65.37	\$67.66	\$70.36
Backhoe-710 w/hammer attachment	HR	\$105.94	\$109.65	\$114.03
Type II Barricade	DAY	\$0.34	\$0.35	\$0.37
Type II Barricade	HR	\$0.80	\$0.83	\$0.86
Bobcat / Skidsteer	HR	\$45.40	\$46.99	\$48.87
Bobcat / Skidsteer w/ attachment	HR	\$77.94	\$80.67	\$83.89
Chipping Gun	HR	\$2.81	\$2.91	\$3.02
Large Compactor	HR	\$37.49	\$38.80	\$40.35
Delineators/Cones	HR	\$0.27	\$0.28	\$0.29
Delineators/Cones	DAY	\$0.37	\$0.38	\$0.40
Core Drill up to 10"	HR	\$186.77	\$193.31	\$201.04
Dozer-Sideboom CAT D4/JD 450/equilavlnt	HR	\$52.13	\$53.95	\$56.11

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Electric Flat Saw	HR	\$186.77	\$193.31	\$201.04
3 Axle Equipment Carrier	HR	\$32.11	\$33.23	\$34.56
Excavator Cat 215 or equivalent	HR	\$110.96	\$114.84	\$119.44
Excavator-Trackhoe	HR	\$229.47	\$237.50	\$247.00
Excavator-Mini	HR	\$42.98	\$44.48	\$46.26
Flat Saw up to 18"	HR	\$164.64	\$170.40	\$177.22
Flat Saw beyond 18.1"	HR	\$164.64	\$170.40	\$177.22
Telehandler Forklift-10K Capacity	HR	\$65.73	\$68.03	\$70.75
Telehandler Forklift-12K Capacity	HR	\$76.55	\$79.23	\$82.40
Telehandler Forklift-5K Capacity	HR	\$42.33	\$43.81	\$45.56
Generator	HR	\$7.39	\$7.65	\$7.95
Jackhammer-Clay digger-30 lbs	HR	\$3.63	\$3.76	\$3.91
Jackhammer-60 lbs	HR	\$4.32	\$4.47	\$4.65
Jackhammer-90 lbs	HR	\$4.94	\$5.11	\$5.32
Light Tower Daily	DAY	\$11.38	\$11.78	\$12.25
Loader-910-920Cat or JohnDeere 624-644	HR	\$128.10	\$132.58	\$137.89
Loader-926 Cat or 1.4yd Wheel	HR	\$92.00	\$95.22	\$99.03
Mini Excavator w/ attachment	HR	\$71.72	\$74.23	\$77.20
Miscellaneous Equipment	HR	\$1.00	\$1.04	\$1.08
Cement Mixer	HR	\$12.40	\$12.83	\$13.35
Leeboy 8515 Paving Machine	HR	\$155.14	\$160.57	\$166.99
Asph Cold Planer-4hr min-255 Hp-w/belt	HR	\$222.06	\$229.83	\$239.03
Plate Delivery	HR	\$152.62	\$157.96	\$164.28
4x8 Plate Day- Non Skid	DAY	\$3.82	\$3.95	\$4.11
6x10 Plate Day- Non Skid	DAY	\$5.43	\$5.62	\$5.84
6x8 Plate Day- Non Skid	DAY	\$4.86	\$5.03	\$5.23
8x10 Plate Day- Non Skid	DAY	\$6.63	\$6.86	\$7.14
Pneumatic mole boring projectile 1"	HR	\$17.89	\$18.52	\$19.26
Pneumatic mole boring projectile 2"	HR	\$17.89	\$18.52	\$19.26
Pneumatic mole boring projectile 3"	HR	\$17.89	\$18.52	\$19.26
Pneumatic mole boring projectile 4"	HR	\$17.89	\$18.52	\$19.26

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Pneumatic mole boring projectile 5"	HR	\$17.89	\$18.52	\$19.26
Fresh Air Pump-Electric	HR	\$16.97	\$17.56	\$18.27
Pumps-Trash	HR	\$19.10	\$19.77	\$20.56
Water Pump 2"	HR	\$8.39	\$8.68	\$9.03
Power Puff Compactor	HR	\$4.73	\$4.90	\$5.09
Radios	DAY	\$10.16	\$10.52	\$10.94
3-5 Ton Roller (Small Asphalt Roller)	HR	\$44.66	\$46.22	\$48.07
5-8 Ton Roller (Large Asphalt Roller)	HR	\$66.70	\$69.03	\$71.80
Construction Signs	DAY	\$5.30	\$5.49	\$5.70
Sprayer, Emulsion-230 gallon	HR	\$27.87	\$28.85	\$30.00
Spreader-Layton	HR	\$75.48	\$78.12	\$81.25
Steel Plates Move Off Charge 0-8	EA	\$202.00	\$209.07	\$217.43
Steel Plates Move On Charge 0-8	EA	\$202.00	\$209.07	\$217.43
Tack Machine	HR	\$18.93	\$19.59	\$20.38
Trailer, Dolly	HR	\$9.47	\$9.80	\$10.19
Trailer-Equipment Flatbed	HR	\$17.89	\$18.52	\$19.26
Vac Trailer-800 Gallon	HR	\$52.77	\$54.62	\$56.80
Trailer-750 gallon water trailer	HR	\$19.12	\$19.79	\$20.58
Boom Truck-10-12 Ton	HR	\$92.19	\$95.42	\$99.23
Utility Bed Bucket Truck-48'-56'	HR	\$57.14	\$59.14	\$61.51
Dump Truck-10yd	HR	\$122.39	\$126.67	\$131.74
Dump Truck-10yd (DT)	HR	\$176.34	\$182.51	\$189.81
Dump Truck-10yd (TH)	HR	\$149.36	\$154.59	\$160.77
Dump Truck-5yd	HR	\$106.94	\$110.68	\$115.11
Dump Truck-5yd (DT)	HR	\$160.90	\$166.53	\$173.19
Dump Truck-5yd (TH)	HR	\$133.92	\$138.61	\$144.15
Dump Truck-Super 10	HR	\$130.70	\$135.27	\$140.69
Dump Truck-Super 10 (DT)	HR	\$184.66	\$191.12	\$198.77
Dump Truck-Super 10 (TH)	HR	\$157.68	\$163.20	\$169.73
Flatbed Truck-2 Ton	HR	\$30.25	\$31.31	\$32.56
Flatbed or Utility Bed-1 Ton	HR	\$41.05	\$42.49	\$44.19
Material Truck-2 ton wLift Gate	HR	\$20.77	\$21.50	\$22.36
Pickup Truck 1-Assist	HR	\$14.84	\$15.36	\$15.97
Pickup Truck-1 Ton wTools & Cell-Radio	HR	\$14.64	\$15.15	\$15.76
5 Ton Service Body Truck with Crane	HR	\$41.16	\$42.60	\$44.30



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Truck Tractor & Lowboy	HR	\$75.28	\$77.91	\$81.03
Utility Truck wAll necessary tools-B	HR	\$41.16	\$42.60	\$44.30
Water Truck 2000 gallon	HR	\$41.97	\$43.44	\$45.18
Water Truck 4000 gallon	HR	\$75.84	\$78.49	\$81.63
1 Ton Weld Truck w250 Amp or Below	HR	\$32.93	\$34.08	\$35.45
Vibratory Plate	HR	\$10.86	\$11.24	\$11.69
Wacker	HR	\$11.08	\$11.47	\$11.93
Water Wagon (200-500) gallons	HR	\$15.60	\$16.15	\$16.79
120-140 Amp Arc Welder Machine	HR	\$8.15	\$8.44	\$8.77
Welding Rig-Excl Fuel	HR	\$32.93	\$34.08	\$35.45
Acetylene Welding Rig or Truck	HR	\$30.46	\$31.53	\$32.79
ARC Welding Rig or Truck	HR	\$30.46	\$31.53	\$32.79

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Ability of the Proposer to Perform

Summary

In keeping with your instructions in this RFP, we have provided on subsequent pages information related to our ability to perform the work in accordance with your expectations and requirements. In addition to this summary sheet, you will find enclosed a brief selected list of projects that we have completed for the City, projects completed for other clients with a similar scope in the last year, a brief listing of key supervisors' experience, and a selection of corporate references.

As you may be aware, A.M. Ortega is the City's incumbent contractor for the City of Vernon for Gas Construction and Repair Services. Since 2014, A.M. Ortega has completed more than 30 distinct projects for the City, ranging in scope from individual potholes to the complete design and construction of a new pipeline segment across the 26th Street Bridge spanning the LA River west of Soto Street. During the same period, we have completed dozens of similar projects for other local clients, and we remain ready to support the City with the on-time completion of any project of any size.

A.M. Ortega's forces which support the City are located at our Corona Headquarters, where we have management, field supervisors, and administrative staff to support the requirements for working on natural gas facilities; our facility in Corona includes a fully equipped training center for Operator Qualification training and testing, and our Compliance Department. A.M. Ortega currently maintains 8 Operator Qualified pipeline crews at our Corona HQ, with plans to increase to 10 in the next year.

We provide emergency response services through our 24 hour telephone number, which is answered after hours by a rotating cohort of managers and supervisors. A.M. Ortega regularly responds to after-hours emergencies for natural gas incidents for a variety of clients, providing everything from ancillary support services to full pipeline replacements on an on-call basis. We maintain a 4 hour response window for work in the City of Vernon for emergency response efforts.

Our Utility System Design team has completed one project for the City, and hundreds of others for our other clients; our staff are deeply familiar with City's requirements and prevailing local design standards.

We hope that we have demonstrated that A.M. Ortega can meet the City's needs and requirements for contractor support for gas system design, construction, and repair services, and that you will select A.M. Ortega for the next iteration of this contract.



California Contractor's License # A-486311

Ability of the Proposer to Perform

Please find listed below a selection of projects A.M. Ortega completed for The City of Vernon. Please note that this list is not exclusive, and has been selected to demonstrate our experience with the City's facilities and the various types of work performed by the contractor under this agreement.

Seville Street Test Holes – (April 2020)
Excavation of Test Holes

Design/Engineering & Construction of 26th Street Bridge Project – (February 2020)
Plan and Profile Drawings for a proposed pipeline with all supporting documentation and construction.

Southland Box – (August 2019)
Install Main Extension

4401 South Downey Road – (August 2019)
Extend Main and Replace Service

5200 Boyle Avenue – (July 2018)
Install Service and Abandon Stub

Soto Street at Vernon Avenue – (July 2018)
Farmer John Raise Service Height



California Contractor's License # A-486311

Ability of the Proposer to Perform

In addition, please find below listed a brief selection of recently completed projects which are similar in scope to the services being requested in this RFP. This list is not exclusive – we have selected projects to highlight our capabilities.

Install 4" PE Main, 9000 LF, Malibu Canyon Road, For *Southern California Electrical Firm* (June 2020)

As a part of a joint trench installation, install approximately 9000 lineal feet of 4" PE main.

Replace Barracks Gas Lines, Naval Base Point Loma, for *Public Works Contracting, Inc.* (January to April, 2020)

Complete replacement of natural gas distribution system serving 32 buildings on Naval Base Point Loma (Topside).

Natural Gas Facilities Installation, Voight Street Improvements, for *SRK Engineering* (January to Present, 2020)

Install 6" and 8" PE main and related services connections for the relocation of underground facilities in support of road construction project. Includes hot tie in of large hospital.

Install 6" PE Main, Waste Management Pressure Betterment, Palmdale, CA, for *Southern California Gas Company* (August 2019-March 2020)

Install approximately 5000 feet of new 6" PE main by open cut and bore methods for installation of new MSA. Construct new 6" inlet 6" outlet commercial MSA.

Ability of the Proposer to Perform
Management and Supervisors Staff Experience Summaries

In accordance with your instructions in this RFP, we have provided below a brief summary of the experience and qualifications of our management team and field supervisors with regard to Natural Gas Pipeline Construction and Utility System Design for your use in reviewing our qualifications.

As you may know, A.M. Ortega supports the City of Vernon with our highest level of management staffing – pricing and administrative support is provided by our Estimating Division Manager, and construction management is provided by our General Superintendent for Gas. This level of support will continue in the design scope, with direct communication with our Design Manager, Bill Belt.

Steven C. Wood, PMP – Estimating Division Manager

Mr. Wood brings a diverse collection of education and management experience, along with 10 years of estimating and leading underground and overhead utility projects in the Southern California region as he continues to bid and manage projects for all types of underground dry utilities construction.

2014-Present	A.M. Ortega Construction, Inc.	Estimating Div. Manager
2010-2014	PAR Electrical Contractors	Estimator/Project Manager

Derek Sexton – General Superintendent (Gas)

Mr. Sexton's 17 years of experience building natural gas facilities in Southern California is invaluable as he continues to lead complex and diverse construction projects from the front with A.M. Ortega.

2015-Present	A.M. Ortega Construction, Inc.	General Superintendent
2013-2015	NPL Construction	General Superintendent
2012-2013	NPL Construction	Safety Officer
2008-2013	NPL Construction	Pipeline Foreman
2007-2008	NPL Construction	Equipment Operator
2005-2007	NPL Construction	PE Fuser
2002-2005	A.M. Ortega Construction, Inc.	Pipeline Laborer

Douglas Laban – Safety Manager (Corona HQ)

Mr. Laban uses his expertise and skills in safe work practices and training, earned over more than two decades in the industry, to produce and surpass safety performance objectives and the project and organizational level.

2015-Present	A.M. Ortega Construction, Inc.	Safety Manager
2012-2015	PCL Construction	Site Safety and Health Officer
2008-2011	Irwin Industries	Site Safety and Health Officer
2007-2008	Johnson-Peltier	Site Safety and Health Officer
2004-2007	White Wave Foods	Foreman
1996-2004	Outdoor Dimension	Foreman



California Contractor's License # A-486311

Ability of the Proposer to Perform

William L. "Bill" Belt – Design Manager

Mr. Belt is a dedicated team leader committed to quality of workmanship in the design of utility systems.

2019-Present	A.M. Ortega Construction, Inc.	Design Manager
2019	Engineering Partners Inc.	Designer
2018-2019	Southern Contracting	Design Supervisor
2003-2018	San Diego Gas and Electric Co.	Design Supervisor
1985-2003	San Diego Gas and Electric Co.	Designer

John C. Dollman – Director of Operations

2017-Present	A.M. Ortega Construction, Inc.	Director of Operations
2016-2017	San Diego Gas and Electric Co.	Project Manager II
2013-2016	San Diego Gas and Electric Co.	Supply Management
2007-2013	San Diego Gas and Electric Co.	Designer

Dave Dantuono – Compliance Manager

2019-Present	A.M. Ortega Construction, Inc.	Compliance Manager
2004-2019	Larry Methvin Installations, Inc.	Director of Human Resources and Safety
2000-2004	Cristek Interconnects, Inc.	Safety Manager
1998-2000	ATIWindows, Inc.	Safety Manager
1995-1998	E.R. Carpenter Co.	Lead Mechanic
1994-1995	Warren Fluid Power	Lead Mechanic
1994-1994	Ricoh Industries	Mechanic
1990-1994	Global Ind. Services	Mechanic
1988-1989	ICD Industries	Mechanic
1984-1988	United States Air Force	Mechanic



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Professional References

COMPANY	ADDRESS	PHONE	FAX
Robertson's Ready Mix	P.O. Box 3600, Corona, CA. 92878	(951) 685-2200	(951) 280-1420
Vulcan Materials	3200 San Fernando Road, Los Angeles, CA. 90065	(800) 777-8752	(626) 279-8528
Lakeside Land	10101 Riverford Rd., Lakeside, CA. 92040	(619) 449-9083	(619) 449-9919
Hanson Aggregates	P.O. Box 730511, Dallas, TX. 75373-051	(925) 244-6527	(925) 244-6590
Southern California Gas Company	6875 Consolidated Way, San Diego, CA 912121	(858) 653-3117	
Synergy Electric	10740 Kenney Street Ste. 401, Santee, CA 92071	(619) 596-7688	

Main Office: 10125 Channel Rd.
Inland Empire: 11001 Beech Ave.

Lakeside, CA. 92040
Fontana, CA. 92337

Office: (619) 390-1988
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Fax: (619) 390-1941
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STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

and says that he/she is Owner/President
(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

March 2013

Contractor Information

Legal Entity Name
A.M. ORTEGA CONSTRUCTION INC.

Legal Entity Type
Corporation

Status
Active

Registration Number
1000004691

Registration effective date
7/1/2019

Registration expiration date
6/30/2022

Mailing Address
10125 CHANNEL RD LAKESIDE 92040 CA Unite...

Physical Address
10125 CHANNEL RD LAKESIDE 92040 CA Unite...

Email Address

Trade Name/DBA

License Number(s)
CSLB:486311

Registration History

Effective Date	Expiration Date
5/4/2018	6/30/2019
6/8/2017	6/30/2018
6/15/2016	6/30/2017
8/31/2015	6/30/2016
1/5/2015	6/30/2015
7/1/2019	6/30/2022

Legal Entity Information

Corporation Number:
C1352228

Federal Employment Identification Number:

President Name:
ARCHIE MAURICE ORTEGA

Vice President Name:
JOHN DOLLMAN

Treasurer Name:

Secretary Name:
TERRA CHIARAMONTE

CEO Name:

Agent of Service Name:
ARCHIE MAURICE ORTEGA

Agent of Service Mailing Address:
10125 CHANNEL RD LAKESIDE 92040 CA United States of America

Workers Compensation

Do you lease employees No
through Professional

Employer Organization**(PEO)?:****Please provide your
current workers****compensation insurance
information below:**

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

Policy Holder Name:A.M. ORTEGA CONSTRUCTION INC.**Insurance Carrier:**BB&T JOHN BURNHAM INSURANCE SERVICES**Policy Number:**54303214**Inception date:**9/30/2018**Expiration Date:**9/30/2019

EXHIBIT B
SCHEDULE



California Contractor's License # A, C10 - 486311

A Certified Minority Business Enterprise

Rates valid through August 31, 2023

Prevailing Wage Time and Equipment (Hourly) Rates

For Work Performed for: City of Vernon

General Conditions:

- ** 4 Hour minimum for all Labor and Equipment ** Equipment Delivery Time is Billable**
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- ** The Customer shall bear all responsibility for permits, authorizations, rights of entry, plans, specifications, and direction of the work, and shall be responsible for the cost of same.
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Driver/Teamster (DT)	HR	\$133.90	\$138.59	\$144.13
Driver/Teamster (ST)	HR	\$77.25	\$79.95	\$83.15
Driver/Teamster (TH)	HR	\$104.03	\$107.67	\$111.98
Designer (Journeyman)	HR	\$136.82	\$141.61	\$147.27
Sr. Designer	HR	\$142.77	\$147.77	\$153.68
Supervising Designer	HR	\$171.59	\$177.60	\$184.70

Equipment Rates				
Service Short Text	UOM	October 1, 2020 to December 31, 2020	January 1, 2021 to December 31, 2022	January 1, 2023 to August 30, 2023
AirCompr-185CFMw-JckHamrClay Digger & hose	HR	\$20.16	\$20.87	\$21.70
Arrow Board	HR	\$8.49	\$8.79	\$9.14
Breaker for 580 Backhoe	HR	\$32.52	\$33.66	\$35.00
Breaker for 710 Backhoe	HR	\$40.57	\$41.99	\$43.67
Backhoe-580	HR	\$41.34	\$42.79	\$44.50
Backhoe-580 w/hammer attachment	HR	\$74.97	\$77.59	\$80.70
Backhoe-710	HR	\$65.37	\$67.66	\$70.36
Backhoe-710 w/hammer attachment	HR	\$105.94	\$109.65	\$114.03
Type II Barricade	DAY	\$0.34	\$0.35	\$0.37
Type II Barricade	HR	\$0.80	\$0.83	\$0.86
Bobcat / Skidsteer	HR	\$45.40	\$46.99	\$48.87
Bobcat / Skidsteer w/ attachment	HR	\$77.94	\$80.67	\$83.89
Chipping Gun	HR	\$2.81	\$2.91	\$3.02
Large Compactor	HR	\$37.49	\$38.80	\$40.35
Delineators/Cones	HR	\$0.27	\$0.28	\$0.29
Delineators/Cones	DAY	\$0.37	\$0.38	\$0.40
Core Drill up to 10"	HR	\$186.77	\$193.31	\$201.04
Dozer-Sideboom CAT D4/JD 450/equilavlnt	HR	\$52.13	\$53.95	\$56.11

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Electric Flat Saw	HR	\$186.77	\$193.31	\$201.04
3 Axle Equipment Carrier	HR	\$32.11	\$33.23	\$34.56
Excavator Cat 215 or equivalent	HR	\$110.96	\$114.84	\$119.44
Excavator-Trackhoe	HR	\$229.47	\$237.50	\$247.00
Excavator-Mini	HR	\$42.98	\$44.48	\$46.26
Flat Saw up to 18"	HR	\$164.64	\$170.40	\$177.22
Flat Saw beyond 18.1"	HR	\$164.64	\$170.40	\$177.22
Telehandler Forklift-10K Capacity	HR	\$65.73	\$68.03	\$70.75
Telehandler Forklift-12K Capacity	HR	\$76.55	\$79.23	\$82.40
Telehandler Forklift-5K Capacity	HR	\$42.33	\$43.81	\$45.56
Generator	HR	\$7.39	\$7.65	\$7.95
Jackhammer-Clay digger-30 lbs	HR	\$3.63	\$3.76	\$3.91
Jackhammer-60 lbs	HR	\$4.32	\$4.47	\$4.65
Jackhammer-90 lbs	HR	\$4.94	\$5.11	\$5.32
Light Tower Daily	DAY	\$11.38	\$11.78	\$12.25
Loader-910-920Cat or JohnDeere 624-644	HR	\$128.10	\$132.58	\$137.89
Loader-926 Cat or 1.4yd Wheel	HR	\$92.00	\$95.22	\$99.03
Mini Excavator w/ attachment	HR	\$71.72	\$74.23	\$77.20
Miscellaneous Equipment	HR	\$1.00	\$1.04	\$1.08
Cement Mixer	HR	\$12.40	\$12.83	\$13.35
Leeboy 8515 Paving Machine	HR	\$155.14	\$160.57	\$166.99
Asph Cold Planer-4hr min-255 Hp-w/belt	HR	\$222.06	\$229.83	\$239.03
Plate Delivery	HR	\$152.62	\$157.96	\$164.28
4x8 Plate Day- Non Skid	DAY	\$3.82	\$3.95	\$4.11
6x10 Plate Day- Non Skid	DAY	\$5.43	\$5.62	\$5.84
6x8 Plate Day- Non Skid	DAY	\$4.86	\$5.03	\$5.23
8x10 Plate Day- Non Skid	DAY	\$6.63	\$6.86	\$7.14
Pneumatic mole boring projectile 1"	HR	\$17.89	\$18.52	\$19.26
Pneumatic mole boring projectile 2"	HR	\$17.89	\$18.52	\$19.26
Pneumatic mole boring projectile 3"	HR	\$17.89	\$18.52	\$19.26
Pneumatic mole boring projectile 4"	HR	\$17.89	\$18.52	\$19.26

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Pneumatic mole boring projectile 5"	HR	\$17.89	\$18.52	\$19.26
Fresh Air Pump-Electric	HR	\$16.97	\$17.56	\$18.27
Pumps-Trash	HR	\$19.10	\$19.77	\$20.56
Water Pump 2"	HR	\$8.39	\$8.68	\$9.03
Power Puff Compactor	HR	\$4.73	\$4.90	\$5.09
Radios	DAY	\$10.16	\$10.52	\$10.94
3-5 Ton Roller (Small Asphalt Roller)	HR	\$44.66	\$46.22	\$48.07
5-8 Ton Roller (Large Asphalt Roller)	HR	\$66.70	\$69.03	\$71.80
Construction Signs	DAY	\$5.30	\$5.49	\$5.70
Sprayer, Emulsion-230 gallon	HR	\$27.87	\$28.85	\$30.00
Spreader-Layton	HR	\$75.48	\$78.12	\$81.25
Steel Plates Move Off Charge 0-8	EA	\$202.00	\$209.07	\$217.43
Steel Plates Move On Charge 0-8	EA	\$202.00	\$209.07	\$217.43
Tack Machine	HR	\$18.93	\$19.59	\$20.38
Trailer, Dolly	HR	\$9.47	\$9.80	\$10.19
Trailer-Equipment Flatbed	HR	\$17.89	\$18.52	\$19.26
Vac Trailer-800 Gallon	HR	\$52.77	\$54.62	\$56.80
Trailer-750 gallon water trailer	HR	\$19.12	\$19.79	\$20.58
Boom Truck-10-12 Ton	HR	\$92.19	\$95.42	\$99.23
Utility Bed Bucket Truck-48'-56'	HR	\$57.14	\$59.14	\$61.51
Dump Truck-10yd	HR	\$122.39	\$126.67	\$131.74
Dump Truck-10yd (DT)	HR	\$176.34	\$182.51	\$189.81
Dump Truck-10yd (TH)	HR	\$149.36	\$154.59	\$160.77
Dump Truck-5yd	HR	\$106.94	\$110.68	\$115.11
Dump Truck-5yd (DT)	HR	\$160.90	\$166.53	\$173.19
Dump Truck-5yd (TH)	HR	\$133.92	\$138.61	\$144.15
Dump Truck-Super 10	HR	\$130.70	\$135.27	\$140.69
Dump Truck-Super 10 (DT)	HR	\$184.66	\$191.12	\$198.77
Dump Truck-Super 10 (TH)	HR	\$157.68	\$163.20	\$169.73
Flatbed Truck-2 Ton	HR	\$30.25	\$31.31	\$32.56
Flatbed or Utility Bed-1 Ton	HR	\$41.05	\$42.49	\$44.19
Material Truck-2 ton wLift Gate	HR	\$20.77	\$21.50	\$22.36
Pickup Truck 1-Assist	HR	\$14.84	\$15.36	\$15.97
Pickup Truck-1 Ton wTools & Cell-Radio	HR	\$14.64	\$15.15	\$15.76
5 Ton Service Body Truck with Crane	HR	\$41.16	\$42.60	\$44.30



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Truck Tractor & Lowboy	HR	\$75.28	\$77.91	\$81.03
Utility Truck wAll necessary tools-B	HR	\$41.16	\$42.60	\$44.30
Water Truck 2000 gallon	HR	\$41.97	\$43.44	\$45.18
Water Truck 4000 gallon	HR	\$75.84	\$78.49	\$81.63
1 Ton Weld Truck w250 Amp or Below	HR	\$32.93	\$34.08	\$35.45
Vibratory Plate	HR	\$10.86	\$11.24	\$11.69
Wacker	HR	\$11.08	\$11.47	\$11.93
Water Wagon (200-500) gallons	HR	\$15.60	\$16.15	\$16.79
120-140 Amp Arc Welder Machine	HR	\$8.15	\$8.44	\$8.77
Welding Rig-Excl Fuel	HR	\$32.93	\$34.08	\$35.45
Acetylene Welding Rig or Truck	HR	\$30.46	\$31.53	\$32.79
ARC Welding Rig or Truck	HR	\$30.46	\$31.53	\$32.79

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EXHIBIT C
LIVING WAGE PROVISIONS

Minimum Living Wages:

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

Paid and Unpaid Days Off:

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

No Retaliation:

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

EXHIBIT D
EQUAL EMPLOYMENT OPPORTUNITY
PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

Prospective Bidders for Project Natural Gas Project Design - Construction and Repair Services

Issued on 07/22/2020

Bid Due on August 7, 2020 5:00 PM (Pacific)

Exported on 08/12/2020

VendorID Company Name

753511 Clean Energy
754127 Henkels & McCoy
799067 Deltek
828683 Farwest Corrosion Control Company
867302 Robert Heely Construction
899108 Cryogenic Industries LLC
754408 bid america
900757 Construction Bidboard, Inc.
753993 Twining, Inc.
763396 Alisto Engineering Group
755584 Petrotech, Inc.
753138 A.M. Ortega Construction, Inc.
832707 MBS Engineering, Inc.
753719 Ninyo & Moore Geotechnical & Environmental Sciences Consultants
753863 Constructure Bid Source
753963 IMS
829771 Placer County Contractors Association

Firms Directly Notified Via Email

AM Ortega Construction, Inc.
Asplundh Construction, LLC
Bali Construction Inc
Safe Utility Exposure, Inc
VCI Utility Services, LLC

City Council Agenda Item Report

Agenda Item No. COV-344-2020

Submitted by: Lisette Grizzelle

Submitting Department: Human Resources

Meeting Date: October 6, 2020

SUBJECT

Amendments to the Classification and Compensation Plan

Recommendation:

- 1) Approve the revised job descriptions for the positions of Buyer, Assistant Buyer, and Risk Management Assistant and new job descriptions for the positions of Finance Specialist, and Finance Specialist, Senior; and
- 2) Adopt Resolution No. 2020-32 amending Exhibit C of the Classification and Compensation Plan, adopted by Resolution No. 2020-19 to add new and amended classifications and associated salary ranges.

Background:

At the August 4, 2020 City Council meeting, the Council adopted Resolution No. 2020-28 to add and revise classifications and associated compensation for various positions and approved revisions to certain job descriptions. The proposed Finance Specialist series of classifications were removed from consideration to allow additional time for review by the employee bargaining group.

Subsequent to the adoption of the budget, the Finance Department, in coordination with the Human Resources Department, completed an organizational assessment and review of the Department's staffing and is proposing a re-organization and reallocation of positions within the Finance Department. It should be noted that the approval of the new and revised job descriptions and associated salary ranges proposed herein, do not increase the total number of positions allocated in the FY 2020-21 budget as approved. The re-structure will increase efficiencies and will assist with the upcoming changes in workflow and incoming new updated technology. Most importantly, the new structure will provide more cross-functional responsibilities, thereby eliminating work silos and will provide more direct supervision, accountability, and efficient service delivery.

Amendments to the existing classifications of Buyer, Assistant Buyer, and Risk Management Assistant are proposed incorporating additional duties in other Finance Department functional areas. These changes are incorporated to clearly identify that employees are assigned duties beyond their specialized functions. There are no recommended salary changes as a result of the proposed job description revisions.

Two new classifications and their associated salary ranges are also proposed. These new classifications will replace existing classifications in the Department of Account Clerk and Business License Clerk. The classifications proposed are as follows:

Finance Specialist - Pay Grade G 15 (Monthly Salary \$4,106 - \$4,991)

Finance Specialist, Senior - Pay Grade G 17 (Monthly Salary \$4,527 - \$5,502)

Fiscal Impact:

The estimated total annual cost for the Finance re-structure and approval of new classifications is an increase of approximately \$6,157 including salary and benefits (\$5,439 base salary and \$718 in benefit costs).

Attachments:

1. [Job Descriptions](#)
2. [Resolution No. 2020-32](#)



JOB DESCRIPTION

Assistant Buyer

Date Prepared: May, 2017October
2020

Class Code: 1234

SUMMARY: Under basic supervision, reviews department requisitions and processes into purchase orders; assists with a variety of financial record keeping and reporting duties in support of assigned Finance Department functions including accounts payable, accounts receivable, business licensing, cashiering, and risk management and provides customer service.

DISTINGUISHING CHARACTERISTICS: - Assistant Buyer, is the entry level in the Buyer job series; incumbents work under basic supervision, responsible for performing a variety of routine and specialized work assigned to the series as well as assisting in other functional areas of the department.

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

- Reviews requisitions from City departments, and creates and processes purchase orders (PO) and other necessary documents related to the purchase of supplies, equipment, services and material.
- Review and process technical and financial documents required for the purchase of services, supplies, materials, and other commodities in accordance with City policies and procedures.
- Communicates with vendors to research and resolve outstanding issues.
- Maintains and updates PO files, vendor records, and databases.
- Assists City staff with purchasing special items, managing the PO process and working with contracts; explains rules, policies, and procedures; scans invoices for department processing and approval.
- Reviews invoices, payment requests, purchase orders, and related documentation for accuracy, completeness, and department/City approval.
- Analyzes and tracks procurement process, protocols, trends, proposals and product price quotations.
- Assists in other departmental functional areas by performing a variety of financial record keeping and reporting duties including in accounts payable, accounts receivables, business license, cashiering, and risk management; gathers, assembles, tabulates, checks, audits, posts, inputs, updates, maintains, files and distributes financial, statistical, personnel and related data;
- Assists in establishing and maintaining accounts, journals and ledgers; prepares accounting entries to transfer funds between accounts; reconciles accounts; verifies fund balances and adjusts accounting records; maintains control of assigned funds and accounts; assists in the preparation of financial statements and reports; gathers and organizes data to assist management in the preparation of reports and recommendations; receives, balances and posts cash funds; maintains fixed asset records.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

High School Diploma or GED equivalent; three years of experience in governmental or commercial purchasing including familiarity with warehousing and inventory control procedures.

Knowledge of:

- City policies and procedures.
- Basic principles and practices of purchasing, bookkeeping, and records maintenance.
- Customer service standards and protocols.
- Business computers and standard MS Office software applications.
- Storekeeping and warehousing methods and practices including inventory control procedures; types of supplies, materials and equipment commonly used by the municipal utilities.

Skill in:

- Explaining purchasing rules and regulations, and City policies and procedures.
- Entering numerical and related information into a computer system with speed and accuracy.
- Following verbal and written instructions and procedures.
- Communicating effectively verbally and in writing.
- Dealing tactfully and courteously with the public.
- Establishing and maintaining cooperative working relationships with co-workers.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment.



JOB DESCRIPTION

Buyer

Date Prepared: ~~February,~~
2017 October 2020

Class Code: 1237

SUMMARY: Under general supervision, performs a wide variety of complex purchasing functions, including but not limited to, review of department's requisitions, preparing bids, processing purchase orders, investigating and resolving discrepancies, and assisting departments with the purchase of supplies, equipment, services and material. Assists in the variety of Finance Department functions including accounts payable, accounts receivable, business license, risk management and payroll as needed or assigned;

DISTINGUISHING CHARACTERISTICS: The Buyer is the advanced journey level classification within the Purchasing series, responsible for performing the more specialized and complex work assigned to the series. Positions at this level possess a specialized expertise, are assigned tasks above the journey level. May provide work direction and guidance to less experienced purchasing staff.

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

- Receives, examines and processes departmental requisitions; generates and revises purchase orders, change orders, and necessary documents related to the purchase of supplies, equipment, services and material.
- May assist City staff in preparing and advertising bids consistent with City policies; generates and/or develops Requests for Quotations or Proposals and other solicitations for supplies, materials or contract work.
- Negotiates with vendors, major contract items, conditions and language changes.
- Reviews and processes technical and financial documents required for the purchase of services, supplies, materials, and other commodities in accordance with City policies and procedures.
- Maintains record storage; arranges for the disposition of surplus property; prepares a wide variety of reports.
- Contacts, interviews and evaluates vendors regarding procurement needs, specifications, bids and prices, and arranges for demonstration of products if required and make recommendations for awards.
- Expedites delivery, billing and receiving documents.
- Prepares reports on materials and services, comparative prices and price trends; investigates inadequate requisitions, delinquent orders and errors in invoices and materials received.
- Monitors and maintains contracts, leases and blanket purchase orders.
- Assists in the analysis and resolution of accounting and receiving discrepancies.
- Troubleshoots issues with vendors, including processing claims for damaged materials and obtaining credits where appropriate.
- Maintains Department of Motor Vehicles records.
- Performs market, total life cycle cost, value, price and complete cost analysis in formulating purchasing forecasts and recommendations for purchasing of services.
- Reviews specifications or scope of work to ensure that they are clear, concise, and accurately descriptive with all pertinent information.
- Assists Departments with monitoring purchasing agreements to ensure vendor compliance.
- Conducts research regarding purchasing practices and makes recommendations as appropriate.

- Reviews market trends, makes value analysis and makes recommendations of award of order.
- Solicits annual maintenance agreements and blanket order renewals with vendors.
- Resolves accounting and receiving discrepancies; processes claims with vendors for damaged materials; obtains credit when appropriate.
- Maintains catalogs, price lists, bidder and vendor indexes.
- Receives, examines, and processes departmental requests for supplies, materials, and services,
- Generates and revises purchase orders including change orders.
- Negotiates agreements or contracts.
- Conducts vendor research.
- Collects and reviews statements, reconciles statements to master invoice and process for payment.
- Coordinates the storage and disposal of City surplus property; assists in preparing for the sale of surplus property.
- Maintains and updates purchase order files, vendor records, and databases.
- Assists City staff with purchasing special items and managing the purchase order process.
- Explains rules, policies, and procedures; scans invoices for department processing and approval.
- Reviews invoices, payment requests, purchase orders, and related documentation for accuracy, completeness, and department/City approval.
- May provide work direction and training to less experienced staff.
- Analyzes and tracks procurement process, protocols, trends, proposals and product price quotations.
- Attends meetings, workshops and seminars as required or appropriate.
- Ensures purchasing practices are in compliance with legal, professional and City established policies and procedures, and the City Municipal Code.
- Performs duties in the areas of accounts payables, accounts receivables, business license, risk management, and payroll when assigned in order to assist other staff members and the public.
- Maintains financial records and associated filing systems; enters data into computer systems; verifies coding, processes transactions, updates accounts, compiles documentation, and generates reports; reviews and validates data; maintains additional accounting and technical transaction databases as needed.
- Performs basic research activities; performs a variety of clerical functions, including typing, filing, and maintaining records.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

Associate Degree in Business, Public Administration, Accounting, Finance, or a related field; AND two (2) years of professional level experience in governmental or commercial purchasing including familiarity with warehousing and inventory control procedures.

Knowledge of:

- City organization, operations, policies and procedures.
- City Code, City Ordinances, City Budgets, and Standard Purchasing Procedures.
- Federal, State and Municipal purchasing laws, regulations and procedures.
- Principles and practices of purchasing, bookkeeping, and records maintenance.
- Telephone etiquette and customer service standards and protocols.
- Legal aspects of bidding and contract procedures.
- Administration of leases and contracts; basic mathematics.
- Principles and practices of record keeping, report writing and project management.
- Business computers and standard MS Office software applications.
- Storekeeping and warehousing methods and practices including inventory control procedures; types of supplies, materials and equipment commonly used by the municipal utilities.

Skill in:

- Explaining City purchasing rules and regulations, and policies and procedures.
- Entering numerical and related information into a computer system with speed and accuracy.
- Composing and interpreting reports and preparing bid specifications.
- Researching and utilizing data and information to achieve cost effective results.
- Negotiating contracts, agreements, and/or pricing schedules for services, supplies, and equipment.
- Maintaining accurate financial records and reports for informational, auditing, and operational use.
- Managing multiple priorities and meeting deadlines.
- Following verbal and written instructions and procedures.
- Communicating effectively verbally and in writing.
- Dealing tactfully and courteously with the public.
- Establishing and maintaining cooperative working relationships with co-workers and the public.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required.

Certified Professional Public Buyer (CPPB) certificate issued by the National Institute of Governmental Purchasing or the Universal Public Procurement Certification Council is highly desirable.

Certified Professional in Supply Management (CPSM) certificate from the Institute of Supply Management is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment.



JOB DESCRIPTION

Finance Specialist

Date Prepared: October 2020

Class Code: 1246

SUMMARY: Under basic supervision, performs a variety of financial record keeping and reporting duties in support of assigned Finance Department functions including accounts payable, accounts receivable, business licensing, cashiering, and risk management; maintains a variety of accounting records, ledgers, logs, and files; assists in the preparation of financial documents and reports; provides quality customer service in answering questions, providing information and completing applications for City services and taxes; receives and records payments; enters data, and records incoming revenue for the City.

DISTINGUISHING CHARACTERISTICS:

This classification is distinguished from the Finance Specialist, Senior by the performance of the more routine tasks and duties assigned across a variety of functional areas. Positions at this level are typically assigned to routine functional areas requiring less independent discretion and judgment in matters related to work policies, procedures and methods.

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

- Performs a variety of financial record keeping and reporting duties in support of assigned area including accounts payable, accounts receivables, business license, cashiering, purchasing, and risk management; gathers, assembles, tabulates, checks, audits, posts, inputs, updates, maintains, files and distributes financial, statistical, personnel and related data; assists in establishing and maintaining accounts, journals and ledgers; prepares accounting entries to transfer funds between accounts; reconciles accounts; verifies fund balances and adjusts accounting records; maintains control of assigned funds and accounts; assists in the preparation of financial statements and reports; gathers and organizes data to assist management in the preparation of reports and recommendations; receives, balances and posts cash funds; maintains fixed asset records.
- Performs a full range of accounts payable duties including assuming responsibility for paying invoices, material requisitions, purchase orders, demands and general debts incurred by the City; reviews documents for validity and accuracy; researches invoices and obtains authorization for payment.
- Assists in the establishment of forms and procedures relating to financial record keeping methods; utilizes various computer applications and software packages; creates spreadsheets, enters data, and generates reports using spreadsheet software; creates documents using word processing software.
- Processes accounting documents and financial transactions in compliance with all applicable rules, regulations and procedures; duties may vary according to work assignment.
- Provides information, instruction and assistance to the public and others having business with the City; assists customers with requests, applications, government forms, and other documents; accepts and processes payments from walk-in customers and by mail; answers telephones, emails, greets the public, responds to and resolves customer service issues in a courteous and respectful manner; answers questions and resolves issues within scope of authority and City guidelines; refers matters requiring policy interpretation to supervisor for resolution; coordinates solution of customer service issues with other department staff, and effectively communicates customer service issues.
- Computes and determines various tax liabilities and/or various permit fees along with explaining calculations and compliance requirements to the public.

- Processes requests for information, and attempts to resolve them by researching files and records; explains rules, policies, and procedures; explains the proper use and completion of forms and documents.
- Receives, processes and posts details of transactions such as licensing and permit fees and fines; opens and sorts incoming mail for processing.
- Reviews source documents for compliance to rules and regulations; determines proper handling of financial and financial transactions within designated limits.
- Prepares and submits required reports.
- Provides assistance in other Finance Department functional areas as assigned including payroll, risk management, and purchasing.
- Performs a variety of clerical functions, including typing, filing, and maintaining records; cross-trains in other accounting and clerical jobs as assigned.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

High School Diploma or GED equivalent; AND two years of accounting, bookkeeping, purchasing and/or payroll and customer service experience.

Knowledge of:

- City organization, operations, policies, and procedures.
- Basic principles and practices of payroll or accounting payment processing, bookkeeping, balancing registers, receipt processing procedures and records maintenance.
- Telephone etiquette and customer service protocol.
- Customer service standards and protocols.
- Business computers and standard MS Office software applications.

Skill in:

- Explaining accounting rules and regulations and City policies and procedures.
- Operating a personal computer utilizing a variety of business software.
- Entering numerical and related information into a computer system with speed and accuracy.
- Maintaining accurate and interrelated financial and technical records.
- Organizing tasks and meeting deadlines.
- Following verbal and written instructions and procedures.
- Communicating effectively verbally and in writing.
- Dealing tactfully and courteously with the public.
- Establishing and maintaining cooperative working relationships with co-workers and the public.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License may be required depending on area of assignment.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment.



JOB DESCRIPTION

Finance Specialist, Senior

Date Prepared: October 2020

Class Code: 1241

SUMMARY: Under general supervision, performs a variety of more complex financial record keeping and reporting duties in support of assigned Finance Department functions primarily involving advanced accounts payable and accounts receivable, business licensing, risk management, and purchasing; maintains a variety of accounting records, ledgers, logs, and files; assists in the preparation of financial documents and reports; provides quality customer service in answering questions, providing information and completing applications for City services and taxes; receives and records payments; enters data, records incoming revenue for the City; processes documents and transactions; balances transactions on a daily basis and assists in preparing and maintaining financial data and records.

DISTINGUISHING CHARACTERISTICS:

The Finance Specialist, Senior is distinguished from Finance Specialist by the performance of the full range of, technical and more complex duties as assigned including performing the full range of accounts payables, accounts receivables, business licensing, and payroll processing functions. Incumbents in this classification also provide cross functional support in purchasing and risk management activities as needed.

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

- Performs a variety of technical to complex financial record keeping and reporting duties in support of assigned area with primary responsibility for business licensing and advanced accounts payable and accounts receivables; gathers, assembles, tabulates, checks, analyses, audits, posts, inputs, updates, maintains, files and distributes financial, statistical, personnel and related data; establishes and maintains accounts, journals and ledgers; prepares accounting entries to transfer funds between accounts; reconciles accounts; verifies fund balances and adjusts accounting records; maintains control of assigned funds and accounts; prepares financial statements and reports; gathers and organizes data to assist management in the preparation of reports and recommendations; receives, balances and posts cash funds; maintains fixed asset records; reviews and processes purchase requisitions; receives, audits, analyzes, processes, inputs and distributes requisitions and purchase orders.
- Provides back-up support in processing payroll, benefits, and technical transactions for the City employees, in compliance with all applicable federal and state rules and regulations, and City procedures.
- Assists in entering payroll, benefits, and related data into computer systems, and maintains information system database; enters data, processes transactions, validates data, and compiles documentation in the absence of the Payroll Specialist.
- Assists in the establishment of forms and procedures relating to financial record keeping methods; utilizes various computer applications and software packages; creates spreadsheets, enters data, and generates reports using spreadsheet software; creates documents using word processing software.
- Provides information, instructions and assistance to the public and others having business with the City; assists customers with requests, applications, government forms, and other documents; accepts payments from walk-in customers and by mail; answers telephones, emails, greets the public, responds to and resolves customer service issues in a courteous and respectful manner; answers questions and resolves

issues within scope of authority and City guidelines coordinates solution of customer service issues with other department staff, and effectively communicates customer service issues.

- Process all new and existing renewals for accuracy and interpret existing code sections applicable to situation.
- Files quarterly DSA 786 form with the state for total fees collected under SB 1186.
- Participates in the preparation of renewal notices, processes and audits payments and issues final certificate.
- Participates in audits of business records to ensure proper tax payment.
- Collects delinquent accounts by telephone, as required.
- Disseminates information regarding City business taxes, permits, rents, fees, ordinances, rules and regulations to customers at a public counter, electronically, and telephonically.
- Receives and processes customer requests for business taxes, permits, rents, billing questions and resolutions within scope of authority and City guidelines.
- Computes and determines various tax liabilities and/or various permits along with explaining calculations and compliance requirements to the public.
- Receives, processes, posts and audits account receivables and civil citations; audits accounts for accuracy, researches discrepancies, irregularities and/or inquiries; monitors delinquent accounts, assists customers with payment arrangements, sets up and tracks promissory notes and refers past due accounts to collection agency; generates billing and reviews for accuracy; opens and sorts incoming mail for processing.
- Reviews invoices, payment requests, purchase orders, and related documentation for accuracy, completeness, and department/City approval.
- Performs a variety of administrative support functions, including typing, maintain complex filing systems, and maintaining records, prepares customer correspondence, prepares reports, researches historical files and presents findings; maintains, orders and restocks office supplies; cross-trains in other accounting and clerical jobs as assigned; may perform back-up duties for other positions within the department.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

High School Diploma or GED equivalent; AND five years of increasingly responsible accounting, bookkeeping, purchasing and/or payroll, and customer service experience.

Knowledge of:

- City organization, operations, policies, and procedures.
- Pertinent Federal, State and local codes, laws and regulations.
- Principles and practices of accounting, payroll, accounting payment, bookkeeping, receipt processing procedures and records maintenance.
- Telephone etiquette and customer service protocol.
- Customer service standards and protocols.
- Business computers and standard MS Office software applications.

Skill in:

- Entering numerical and related information into a computer system with speed and accuracy.
- Providing the full range of responsible technical accounting work in support of area to which assigned.
- Interpreting and applying pertinent organization policies and procedures, Federal, State and local codes, laws and regulations.
- Explaining accounting rules and regulations and City policies and procedures.
- Researching and preparing full range of payroll, financial and accounting records, statements and reports.
- Maintaining accurate and interrelated financial and technical records.
- Organizing tasks and meeting deadlines.

- Following verbal and written instructions and procedures.
- Operating a personal computer utilizing a variety of business software.
- Communicating effectively verbally and in writing.
- Dealing tactfully and courteously with the public.
- Establishing and maintaining cooperative working relationships with co-workers.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License may be required depending on area of assignment.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment.



JOB DESCRIPTION

Risk Management Assistant

Date Prepared: ~~June 2017~~October 2020

Class Code: 1255

SUMMARY: Under basic supervision, performs routine administration of property and recovery activities and services; to assist in coordinating various risk management and purchasing contracts and assists with a variety of financial record keeping and reporting duties in support of assigned Finance Department functions including accounts payable, accounts receivable, business licensing, cashiering, and purchasing and provides customer service assist account clerks as needed.

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

- Receives, examines and processes claims received by the City, payments made to vendors, and assist in the recordation and tracking of liability claim files.
- Gathers data for the preparation of a variety of insurance applications and assist the Finance Director with Risk Management functions, including but not limited to, insurance renewals of all insurance policies; monitor loss run and analyze information, and completion of actuarial studies and audits.
- Gathers data related to risk management operations from City staff, law enforcement agencies, third party insurance carriers and administrators.
- Acts as liaison with the City's third party liability program administrators.
- ~~Handles claims, C~~onducts claim follow-up and investigations as needed.
- Applies and interprets City policies and procedures related to risk management regulations and requirements to City staff and the public.
- Reviews certificates of insurance on behalf of applicable City departments for compliance with City requirements.
- Operates computer and uses applicable software and other related equipment to produce a variety of documents, correspondence and reports.
- ~~Insures proper underwriting of City's property and casualty insurance placements, works with each~~Assists insurance carrier's underwriting sections for auditing of City operations. Coordinates facility reviews and policy reviews under assigned area.
- Contacts all parties involved in property damage and attempts to limit exposure and expense with a proactive early response.
- Assists in planning~~Plans~~, organizinges and coordinatinges the centralized activities of Risk Management, including but not limited to, risk identification and evaluation, and property claims analysis.
- Assists in cCoordinatinges and monitorings the subrogation and claims recovery for the City.
- Responsible for billing, collecting and removing third party claims involving damages to City property and/or equipment.
- Assists in the administration of the claims management program involving liabilities for damages and injuries to the public arising out of City operations.
- Assists in ~~Performs~~ fact-finding activities involving the collection, examination, evaluation and interpretation of facts and information submitted through the claims process.

- Evaluates and recommends approval of insurance documents provided by vendors and contractors to comply with requirements for purchase orders, contracts, special events and various permits.
- ~~Assist account Clerks as needed as well as assisting Business License Clerk.~~
- ~~Ensures insurance practices are in compliance with legal, professional and City established policies and procedures, and the City Municipal Code.~~
- Assists in other departmental functional areas by performing a variety of financial record keeping and reporting duties including in accounts payable, accounts receivables, business license, cashiering, and purchasing; gathers, assembles, tabulates, checks, audits, posts, inputs, updates, maintains, files and distributes financial, statistical, personnel and related data;
- Assists in establishing and maintaining accounts, journals and ledgers; prepares accounting entries to transfer funds between accounts; reconciles accounts; verifies fund balances and adjusts accounting records; maintains control of assigned funds and accounts; assists in the preparation of financial statements and reports; gathers and organizes data to assist management in the preparation of reports and recommendations; receives, balances and posts cash funds; maintains fixed asset records.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

High School Diploma or GED equivalent; three years of professional administrative support experience in purchasing, human resources or risk management. Risk management experience is highly desirable.

Knowledge of:

- City organization, operations, policies, and procedures.
- City Code, City Ordinances, and Standard Purchasing Procedures.
- Principles and practices of risk management.
- Telephone etiquette and customer service standards and protocols.
- Business computers and standard MS Office software applications.
- Insurance types and typical coverage requirements for purchase orders and contracts.
- Customer service standards and protocols.

Skill in:

- Explaining City risk management rules and regulations, and policies and procedures.
- Entering numerical and related information into a computer system with speed and accuracy.
- Maintaining accurate and interrelated financial and technical records.
- Following verbal and written instructions and procedures.
- Communicating effectively verbally and in writing.
- Dealing tactfully and courteously with the public.
- Establishing and maintaining cooperative working relationships with co-workers and the public.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required. Must obtain Notary Public License within one year of hire date.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment.

RESOLUTION NO. 2020-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON
AMENDING EXHIBIT C OF THE CLASSIFICATION AND
COMPENSATION PLAN ADOPTED BY RESOLUTION NO. 2020-19 TO
ADD NEW CLASSIFICATIONS AND ASSOCIATED SALARY RANGES

SECTION 1. Recitals.

A. On June 2, 2020, the City Council adopted Resolution No. 2020-19, as amended by Resolution Nos. 2020-28 and 2020-29, adopting a Citywide Classification and Compensation Plan in accordance with Government Code Section 20636(b)(1).

B. Based on review of operational and staffing needs, two new classifications and associated salary ranges, and revised job descriptions are necessary in the Finance Department.

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

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

SECTION 3. The Classification and Compensation Plan adopted by Resolution No. 2020-19, as amended by Resolution Nos. 2020-28 and 2020-29, is hereby amended to add new and revised classifications and associated compensation for the positions of Finance Specialist and Finance Specialist, Senior, as shown in Exhibit A of this Resolution and referred to as Exhibit C of the City's Classification and Compensation Plan.

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

APPROVED AND ADOPTED this 6th day of October, 2020.

ATTEST:

LETICIA LOPEZ, Mayor

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ARNOLD M. ALVAREZ-GLASMAN,
Interim City Attorney



City of Vernon
Classification and Compensation Plan
Teamsters
Exhibit C
Fiscal Year: 2020-2021
Effective October 6, 2020

Resolution No. 2020-32
 Page 2 of 3

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
FINANCE DEPARTMENT								
1246	Finance Specialist	NE	G	15				
	Step 1				\$ 49,272	\$ 4,106	\$ 23.6882	\$ 1,895.06
	Step 2				\$ 51,735	\$ 4,311	\$ 24.8727	\$ 1,989.81
	Step 3				\$ 54,322	\$ 4,527	\$ 26.1163	\$ 2,089.30
	Step 4				\$ 57,038	\$ 4,753	\$ 27.4221	\$ 2,193.77
	Step 5				\$ 59,890	\$ 4,991	\$ 28.7932	\$ 2,303.46
1241	Finance Specialist, Senior	NE	G	17				
	Step 1				\$ 54,322	\$ 4,527	\$ 26.1163	\$ 2,089.30
	Step 2				\$ 57,038	\$ 4,753	\$ 27.4221	\$ 2,193.77
	Step 3				\$ 59,890	\$ 4,991	\$ 28.7932	\$ 2,303.46
	Step 4				\$ 62,884	\$ 5,240	\$ 30.2328	\$ 2,418.63
	Step 5				\$ 66,029	\$ 5,502	\$ 31.7445	\$ 2,539.56

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



City of Vernon
Classification and Compensation Plan
Teamsters
Exhibit C
Fiscal Year: 2021-2022
Effective July 4, 2021

Resolution No. 2020-32
 Page 3 of 3

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
FINANCE DEPARTMENT								
1246	Finance Specialist	NE	G	15				
	Step 1				\$ 50,750	\$ 4,229	\$ 24.3989	\$ 1,951.91
	Step 2				\$ 53,287	\$ 4,441	\$ 25.6188	\$ 2,049.51
	Step 3				\$ 55,952	\$ 4,663	\$ 26.8998	\$ 2,151.98
	Step 4				\$ 58,749	\$ 4,896	\$ 28.2448	\$ 2,259.58
	Step 5				\$ 61,687	\$ 5,141	\$ 29.6570	\$ 2,372.56
1241	Finance Specialist, Senior	NE	G	17				
	Step 1				\$ 55,952	\$ 4,663	\$ 26.8998	\$ 2,151.98
	Step 2				\$ 58,749	\$ 4,896	\$ 28.2448	\$ 2,259.58
	Step 3				\$ 61,687	\$ 5,141	\$ 29.6570	\$ 2,372.56
	Step 4				\$ 64,771	\$ 5,398	\$ 31.1399	\$ 2,491.19
	Step 5				\$ 68,010	\$ 5,667	\$ 32.6969	\$ 2,615.75

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

City Council Agenda Item Report

Agenda Item No. COV-262-2020
Submitted by: Lisa Pope
Submitting Department: City Clerk
Meeting Date: October 6, 2020

SUBJECT

Conflict of Interest Code (Statement of Economic Interests)

Recommendation:

Adopt Resolution No. 2020-33 establishing a conflict of interest code for all agencies, boards, commission, committees, designated city personnel and officials, and repealing Resolution No. 2018-40.

Background:

The Political Reform Act requires each local agency to adopt a Conflict of Interest Code (Code) and update said Code biennially in even numbered years. The Code enumerates the positions required to file Statement of Economic Interests - FPPC Form 700 (Statement) based on those involved in making or participation in the making of decisions which may have a material effect on any financial interest of that position.

On November 6, 2018, the City Council adopted Resolution No. 2018-40 amending the Master Conflict of Interest Code for the City of Vernon and all agencies, boards, and commissions affiliated with the City that incorporates by reference the standards model conflict of interest code of the Fair Political Practices Commission and repealing all resolution in conflict therewith.

Government Code Section 87200 requires the City Attorney, City Council, City Manager, and City Treasurer to file a statement. The proposed resolution outlines all other positions required to file statements, including those recently modified based on departmental reviews. The prior Conflict of Interest Code required only certain disclosure categories for various positions. In an effort to maintain full transparency, the proposed resolution requires disclosure in all categories.

On March 4, 2020, the City implemented an electronic filing system through Granicus and all filings are required to be filed through the City's electronic filing system.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Resolution No. 2020-33](#)

RESOLUTION NO. 2020-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON ESTABLISHING A CONFLICT OF INTEREST CODE FOR ALL AGENCIES, BOARDS, COMMISSIONS, COMMITTEES, DESIGNATED CITY PERSONNEL, AND OFFICIALS AND REPEALING RESOLUTION NO. 2018-40

SECTION 1. Recitals.

- A. On November 6, 2018, the City Council of the City of Vernon adopted Resolution No. 2018-40 amending the master conflict of interest code for the City of Vernon and all agencies, boards, and commissions affiliated with the City that incorporated by reference the standard model conflict of interest code of the Fair Political Practices Commission and repealing all resolutions in conflict therewith.
- B. The Political Reform Act, Government Code Sections 81000, et seq., requires the adoption of a conflict of interest code and biennial review.
- C. Government Code Section 87306 requires every agency to amend its conflict of interest code when changes occur, including the creation of new positions that must be designated positions, the deletion of old positions and relevant changes in the duties assigned to existing positions.
- D. Section 3 accurately sets forth those positions which should be designated and the categories of financial interests, which should be made reportable.

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 following positions are required to provide full disclosure pursuant to Government Code Section 87200:

- City Attorney
- City Council
- City Manager
- City Treasurer

Additionally, the City requires full disclosure for the positions listed below, which participate in making decisions that may foreseeably have a material effect on financial interests. Full Disclosure includes all interests in real property in the City of Vernon, as well as investments, business positions, and sources of income, including gifts, loans, and travel payments.

Administration Department:

- Administrative Analyst
- Deputy City Administrator
- Economic Development Manager
- Executive Assistant to City Administrator
- Industrial Development Director
- Information Technology Manager
- IT Programmer/Analyst
- Public Information Officer
- Senior Information Technology Analyst

City Attorney Department:

- Deputy City Attorney
- Legal Administrative Analyst
- Senior Deputy City Attorney

City Clerk Department:

- City Clerk
- Deputy City Clerk

Finance Department:

- Assistant Finance Director
- Assistant Buyer
- Business and Account Supervisor
- Buyer
- Deputy City Treasurer
- Finance Manager
- Finance Specialist
- Finance Specialist, Senior
- Financial Services Administrator
- Senior Accountant

Fire Department:

- Assistant Fire Chief
- Fire Administrative Analyst
- Fire Battalion Chief
- Fire Chief
- Fire Code Inspector
- Fire Marshal
- Senior Fire Code Inspector

Health & Environmental Control:

- Director of Health & Environ. Control
- Environ. Health Program Administrator
- Environmental Health Specialist
- Environ. Health Specialist Trainee
- Environmental Health Technician
- Health Officer

Human Resources Department:

- Director of Human Resources
- Human Resources Analyst
- Senior Human Resources Analyst
- Senior Legal and Policy Advisor

Police Department:

- Police Captain
- Police Chief
- Police Lieutenant

Public Utilities:

- Administrative Analyst
- Assistant Civil Engineer
- Assistant General Manager
- Assistant Resource Scheduler
- Associate Electrical Engineer
- Associate Resource Scheduler
- Business and Account Supervisor
- Electrical Engineer
- Electrical Service Planner
- Gas Systems Superintendent
- General Manager of Public Utilities
- Integrated Resource Manager
- Key Accounts Specialist
- Power Resource Settlement Analyst
- Principal Electrical Engineer
- Principal Resource Planner
- Principal Resource Scheduler/Trader
- Resource Planner
- Senior Utilities Dispatcher
- Utilities Compliance Administrator
- Utilities Compliance Analyst
- Utilities Dispatcher
- Utilities Engineering Manager
- Utilities Operation Manager
- Utilities Project Coordinator
- Water Administrator
- Water Project Coordinator
- Water Project Specialist
- Water Superintendent

Public Works Department:

- Assistant Engineer
- Assistant Planner
- Associate Engineer
- Building and Planning Manager
- Building Inspector
- Civil Engineer
- Deputy Director of Public Works
- Director of Public Works
- Electrical Inspector
- Facilities Maintenance Supervisor
- Fleet Supervisor
- Principal Civil Engineer
- Project Engineer
- Public Works Inspector
- Public Works Project Coordinator
- Public Works Superintendent
- Senior Building Inspector
- Senior Electrical Inspector
- Senior Plumbing & Mechanical Inspector
- Stormwater and Special Projects Analyst

Commissions and Committees:**Members, Directors, Legal Counsel, and Secretary**

- Board of Library Trustees
- Business and Industry Commission
- Green Vernon Commission
- Successor Agency to the Redevelopment Agency
- Vernon CommUNITY Fund Grant Committee
- Vernon Housing Commission

Consultants:

- Consultant filling a designated position
- As determined by City Administrator or designee:

The City Administrator or designee will determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination must include a description of the consultant's duties and, based upon the description, a statement of the extent of disclosure requirements. The determination is a public record and must be retained for public inspection in the same manner and location as this Conflict of Interest Code.

SECTION 4. The Political Reform Act requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code, that can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. The terms of 2 Cal. Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. These provisions constitute the Conflict of Interest Code of the City of Vernon. The City of Vernon is considered the "agency" within the purview of this code.

SECTION 5. Designated positions must file Statements of Economic Interests with the City Clerk utilizing the City's electronic filing system. The City Clerk will perform the duties of Filing Officer for the City of Vernon.

SECTION 6. Any change provided for in this Conflict of Interest Code will not affect or excuse any offense or act committed or done or omission or any penalty or forfeiture incurred or accruing under any other Conflict of Interest Code; nor will it affect any prosecution, suit or proceeding pending or any judgment rendered in connection with any other Conflict of Interest Code.

SECTION 7. All resolutions or parts of resolutions, specifically Resolution No. 2018-40, not consistent with or in conflict with this resolution are hereby repealed.

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 6th day of October, 2020.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ARNOLD M. ALVAREZ-GLASMAN,
Interim City Attorney