



**Agenda
City of Vernon
Regular City Council Meeting
Tuesday, February 1, 2022, 9:00 AM
Remote Location Via Zoom**

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

SPECIAL REMOTE PROTOCOLS

Assembly Bill 361 (AB 361) authorizes public meetings to take place via teleconference because State and Local officials are recommending measures to promote social distancing. This meeting will be conducted entirely by remote participation via Zoom Webinar.

The public is encouraged to view the meeting at <https://www.cityofvernon.org/webinar-cc> or by calling (408) 638-0968, Meeting ID 870-7426-0632#. You may address the Council via Zoom or submit comments to PublicComment@ci.vernon.ca.us with the meeting date and item number in the subject line.

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. Finance/Treasury

[Presentation on Pension Obligation Bonds - Workshop I](#)

Recommendation:

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

2. City Administration

[City Administrator Report](#)

Recommendation:

Receive presentation on:

- New Business Welcome
- Vernon Business in the News
- Joint Tax Sharing Agreement
- Malburg Generating Station (MGS) Transition
- Community Outreach

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion. Items may be removed from the Consent Calendar for individual consideration. Removed items will be considered immediately following the Consent Calendar.

3. City Clerk

[Approval of Minutes](#)

Recommendation:

Approve the January 18, 2022 Regular City Council meeting minutes.

1. [20220118 City Council Minutes](#)

4. Finance/Treasury

[Operating Account Warrant Register](#)

Recommendation:

Approve Operating Account Warrant Register No. 80, for the period of January 2 through January 15, 2022, totaling \$1,981,387.54 and consisting of ratification of electronic payments totaling \$1,764,276.23 and ratification of the issuance of early checks totaling \$217,111.31.

1. [Operating Account Warrant Register No. 80](#)

5. Finance/Treasury

[Redevelopment Agency Obligation Retirement Account Warrant Register](#)

Recommendation:

Approve Redevelopment Agency Obligation Retirement Account Warrant Register No. 63, for the period of November 21 through January 15, 2022 and consisting of ratification of electronic payments totaling \$7,000.00.

1. [Redevelopment Agency Obligation Retirement Account Warrant Register No. 63](#)

6. City Clerk

[Recodification of City of Vernon Municipal Code](#)

Recommendation:

Waive full reading, conduct second reading and adopt Ordinance No. 1277 adopting the 2021 Recodified and Republished Vernon Municipal Code.

1. [Ordinance No. 1277](#)
2. [Ordinance No. 1277 Proof of Publication](#)

7. City Clerk

[Mandatory Organic Waste Disposal Reduction Ordinance](#)

Recommendation:

Waive full reading, and conduct second reading and adopt Ordinance No. 1278 adding Chapter 8.14 to the Vernon Municipal Code to regulate mandatory organic waste disposal reduction.

1. [Ordinance No. 1278](#)
2. [Ordinance No. 1278 Proof of Publication](#)

8. Public Works

[Public Works Department Monthly Report](#)

Recommendation:

Receive and file the December 2021 Building Report.

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

9. Public Works

[Amendment No. 2 to the Services Agreement with The Arroyo Group](#)

Recommendation:

- A. Find that the proposed action is exempt under the California Environmental Quality Act (CEQA) review, because it is a continuing fiscal and 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. 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 Amendment No. 2 to the Services Agreement between the City of Vernon and The Arroyo Group, in substantially the same form as submitted, 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 not-to-exceed amount of \$93,000.

1. [Amendment No. 2 The Arroyo Group](#)
2. [Amendment No. 1 The Arroyo Group](#)

10. Health and Environmental Control Department

[Agreement Accepting the Assignment of the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection](#)

Recommendation:

Approve and authorize the agreement accepting the assignment of the non-exclusive franchise agreement for commercial solid waste collection of CalMet, Inc. / Metropolitan Waste Disposal, between the City of Vernon, CalMet, Inc. / Metropolitan Waste Disposal, and Arakelian Enterprises, Inc. DBA Athens Services.

1. [Notice of Assignment](#)
2. [Assignment Agreement of CalMet, Inc. to Arakelian Enterprises, Inc. dba Athens Services](#)
3. [CalMet, Inc. Metropolitan Waste Disposal Agreement](#)
4. [Athens Disposal Company Inc., Agreement](#)

11. Public Utilities

[Supplemental to Purchase Contract LP-0663 with Cintas Rental Service](#)

Recommendation:

Approve and authorize a Supplemental to Purchase Contract LP-0663 with Cintas Uniform Rental Service, for uniform rental and laundering services, increasing the contract value by an additional \$20,000, for a grand total not-to-exceed amount of \$100,000.

12. City Administration

[Amendment No. 2 to the Services Agreement with Metropolitan Los Angeles/Southeast Rio Vista Family YMCA \(YMCA\)](#)

Recommendation:

Approve and authorize the City Administrator to execute Amendment No. 2 to the Services Agreement with the YMCA for community based wellness programming, in substantially the same form as submitted, to extend the term for one additional year, effective February 4, 2022 through February 3, 2023, with all other terms remaining the same.

[1. Amendment No 2 to YMCA Services Agreement](#)

13. Public Utilities

[Replacement of Vernon Public Utilities Vehicles](#)

Recommendation:

Approve and authorize the issuance of a purchase order to National Auto Fleet Group for one (1) 2022 Ford F-150 Lightning Pro and one (1) 2022 Ford F-150 XLT through the Sourcewell Master Vehicle Contract (091521-NAF) for a total cost of \$123,594.52.

[1. National Auto Fleet Group Quote 19470](#)

[2. National Auto Fleet Group Quote 19509](#)

14. City Administration

[Contracts with Central Square Software Systems](#)

Recommendation:

- A. Approve and authorize the City Administrator to execute a new IQ Subscription and User End Agreement with Central Square Software Systems (Central Square) in an amount not-to-exceed \$14,816.75 for a term of three years;
- B. Approve and authorize the City Administrator to execute a new Software Support Agreement with Central Square in an amount not-to-exceed \$225,283.17 for a term of three years;
- C. Approve and authorize the City Administrator to execute the Change Order to IT-0129 and Completion Report for work and training completed by Central Square; and
- D. Approve \$36,155 in additional funds for future contracts with Central Square, and authorize the City Administrator to execute additional contracts with Central Square, with substantially the same or similar terms as other agreements submitted herewith for approval, for the provision of additional Software Support Services as may be necessary for the Vernon Police Department (VPD).

[1. IQ Subscription and User Agreement](#)

[2. Software Support Agreement](#)

[3. Central Square Change Order](#)

4. Completion Report
5. Crime View Analytics Quote
6. Property and Evidence Workshop Quote
7. SSRS Reports Training Quote

NEW BUSINESS

15. Public Works

[Regulations of Sidewalk Vending](#)

Recommendation:

- A. Find that the proposed action is exempt from the California Environmental Quality Act (CEQA), in accordance with CEQA Guidelines Section 15061(b)(3), because there is no possibility that regulation of sidewalk vending will have a significant effect on the environment;
- B. Waive full reading and introduce and conduct first reading of Ordinance No. 1276 adding Chapter 12.10 - Sidewalk Vending to Title 12 - Streets, Sidewalks and Public Places of the Municipal Code; and
- C. Direct staff to schedule second reading and adoption for the February 15, 2022 City Council meeting.

[1. Ordinance No 1276](#)

[2. Sidewalk Vendor Radius Map](#)

16. Human Resources

[Amendment to Classification and Compensation Plan](#)

Recommendation:

- A. Approve revised job description for Police Officer Recruit; and
- B. Adopt Resolution No. 2022-02 amending Exhibit A of the Classification and Compensation Plan, adopted by Resolution No. 2021-16, as amended by Resolution Nos. 2021-27, 2021-37, 2021-42 and 2021-44 approving revised salary range and position designation for the above referenced classification.

[1. Police Officer Recruit Job Description](#)

[2. Resolution No. 2022-02](#)

17. Human Resources

[At-Will Employment Agreement for Deputy City Administrator](#)

Recommendation:

Approve and authorize the City Administrator to execute an At-Will Employment Agreement for the Appointment of Angela P. Kimmey to Deputy City Administrator, in substantially the same form as submitted, with an effective date of January 31, 2022.

[1. At-Will Employment Agreement \(Non-Safety\) A. Kimmey](#)

ORAL REPORTS

City Administrator Reports on Activities and Other Announcements.

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

CLOSED SESSION

18. PUBLIC EMPLOYEE EVALUATION

Government Code Section 54957

Position: Interim City Attorney

19. PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)

Title: City Attorney / Interim City Attorney

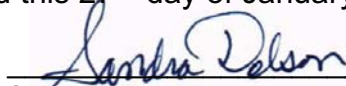
CLOSED SESSION REPORT

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted in accordance with applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours prior to the meeting.

Dated this 27th day of January, 2022.

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

Submitted by: Angela Melgar
Submitting Department: Finance/Treasury
Meeting Date: February 1, 2022

SUBJECT

Presentation on Pension Obligation Bonds - Workshop I

Recommendation:

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

Background:

Pension costs have historically been one of the largest sources of expenditures for local government. In an effort to address these pension related costs, staff is actively engaged in identifying options that best serve the City's needs and obligations in the long-term.

As such, on June 22, 2021, the City of Vernon entered into a licensing agreement with GovInvest (a pension, Other Post-Employment Benefits (OPEB), and labor Software-as-a-Service solution and consulting firm) for use of their proprietary Pension Obligation Bond Module and related services to: 1) Analyze the benefits and risks associated with issuing bonds to refinance pension and OPEB debt; and, 2) Help develop alternative funding approaches for current and future pension and OPEB debt and analyze the benefits and risks associated with each of the approaches.

On September 21, 2021, GovInvest presented its findings to Council, focusing on the potential savings, risks, and benefits of issuing Pension Obligation Bonds. The firm will provide an updated presentation to Council in the form of a two-part workshop, the first part of which will be delivered at the February 1, 2022 Council meeting. Discussion topics will include factors in CalPERS' rate of return for fiscal year 2020-21 of 21.3%, which caused an automatic lowering of the discount rate from 7.0% to 6.8% due to CalPERS' Funding Risk Mitigation Policy, and its impacts to the City's Unfunded Actuarial Liability (UAL).

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

None.

City Council Agenda Item Report

Submitted by: Lilia Hernandez
Submitting Department: City Administration
Meeting Date: February 1, 2022

SUBJECT

City Administrator Report

Recommendation:

Receive presentation on:

- New Business Welcome
- Vernon Business in the News
- Joint Tax Sharing Agreement
- Malburg Generating Station (MGS) Transition
- Community Outreach

Background:

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

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

None.

City Council Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: February 1, 2022

SUBJECT

Approval of Minutes

Recommendation:

Approve the January 18, 2022 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. [20220118 City Council Minutes](#)

**MINUTES
VERNON CITY COUNCIL
REGULAR MEETING
TUESDAY, JANUARY 18, 2022
REMOTE LOCATION VIA ZOOM**

CALL TO ORDER

Mayor Ybarra called the meeting to order at 9:01 a.m. in memory of Fire Fighter Jonathan Flagler.

FLAG SALUTE

Mayor Ybarra led the Flag Salute.

ROLL CALL

PRESENT:

Melissa Ybarra, Mayor (via remote access)
William Davis, Mayor Pro Tem (via remote access)
Leticia Lopez, Council Member (via remote access)
Crystal Larios, Council Member (via remote access)
Judith Merlo, Council Member (via remote access)

STAFF PRESENT:

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

APPROVAL OF THE AGENDA

MOTION

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

PUBLIC COMMENT

None.

PRESENTATIONS

1. Employee Service Pin Awards for November and December 2021

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

Human Resources Director Earl acknowledged Kenneth P. Jackson, Facilities Maintenance Supervisor; Claudia Arellano, Utilities Program Analyst; Raquel Franco, Payroll Specialist; Gustavo De Loza, Senior Street Maintenance Worker; Stephanie M. Johnson, Administrative Secretary; Cynthia P. Cano, Permit Technician as recipients of the Employee Service Pin Awards for November and December 2021.

2. Fiscal Year 2020-2021 Electric Fund Audited Financial Results

Recommendation: A. Receive presentation on audited Electric Fund financial results for Fiscal Year 2020-2021; and B. Receive and file Fiscal Year 2020-2021 Electric Fund Annual Financial Report.

Finance Director Williams and Bob Callanan, CLA, provided an overview of the Fiscal Year 2020-2021 Electric Fund Audited Financial Results.

MOTION

Council Member Lopez moved and Council Member Larios seconded a motion to receive and file the Fiscal Year 2020-2021 Electric Fund Annual Financial Report. The question was called and the motion carried unanimously.

CONSENT CALENDAR

MOTION

Mayor Pro Tem Davis moved and Council Member Merlo 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:

3. Approval of Minutes

Recommendation: Approve the November 30, 2021 Special, December 7, 2021 Regular, December 15, 2021 Special, and December 22, 2021 Special City Council meeting minutes.

4. Claims Against the City

Recommendation: Receive and file the claim submitted by David Namvar - Downey 26, LLC in the amount of \$14,000.

5. City Payroll Warrant Registers for November and December 2021

Recommendation: A. Approve City Payroll Warrant Register No. 786, for the period of November 1 through November 30, 2021, totaling \$2,418,717.17 and consisting of ratification of direct deposits, checks and taxes totaling \$1,598,416.20 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$820,300.97 paid through operating bank account; and B.

- Approve City Payroll Warrant Register No. 787, for the period of December 1 through December 31, 2021, totaling \$3,082,091.72 and consisting of ratification of direct deposits, checks and taxes totaling \$2,369,386.14 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$712,705.58 paid through operating bank account.
6. **Operating Account Warrant Register**
Recommendation: Approve Operating Account Warrant Register No. 79, for the period of November 21, 2021 through January 1, 2022, totaling \$29,714,705.90 and consisting of ratification of electronic payments totaling \$28,491,301.21, ratification of the issuance of early checks totaling \$1,223,404.69 and voided Check Nos. 608325, 608551 totaling \$378.00.
7. **Fire Department Activity Report**
Recommendation: Receive and file the November 2021 Fire Department Activity Report.
8. **Police Department Activity Report**
Recommendation: Receive and file the November 2021 Report.
9. **Public Works Department Monthly Report**
Recommendation: Receive and file the November 2021 Building Report.
10. **Conduct of Meetings via Teleconference Pursuant to Assembly Bill 361**
Recommendation: Ratify the findings in Resolution No. 2021-36 authorizing continued conduct of City Council and all other City legislative body meetings via teleconference, in accordance with Assembly Bill 361 (AB 361), due to continued public health and safety concerns caused by COVID-19.
11. **Conflict of Interest Code (Statement of Economic Interests)**
Recommendation: Adopt Resolution No. 2022-01 establishing a conflict of interest code for all agencies, boards, commission, committees, designated City personnel and officials, and repealing Resolution No. 2021-29.
12. **Recodification of City of Vernon Municipal Code**
Recommendation: A. Waive full reading, introduce and conduct first reading of Ordinance No. 1277 adopting the 2021 Recodified and Republished Vernon Municipal Code; and B. Direct staff to schedule second reading and adoption for the February 1, 2022 City Council meeting.

NEW BUSINESS

13. **Mandatory Organic Waste Disposal Reduction Ordinance**
Recommendation: A. Find that the proposed action is exempt from the California Environmental Quality Act (CEQA), in accordance with CEQA Guidelines § 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and CEQA Guidelines §15308, because the new regulations, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency for the protection of the environment; B. Waive full reading and introduce and conduct first reading of Ordinance No. 1278 adding Chapter 8.14 to the Vernon Municipal Code to regulate mandatory organic waste disposal reduction; and C. Direct staff to schedule second reading and adoption for the February 1, 2022 City Council meeting.

Health and Environmental Control Director Agyin presented the staff report.

In response to Council questions, Health and Environmental Control Director Agyin explained the exemption for small businesses; educational outreach; and grace period to March 2022, with the opportunity for a waiver if necessary.

MOTION

Council Member Lopez moved and Mayor Pro Tem Davis seconded a motion to:
A. Find that the proposed action is exempt from the California Environmental Quality Act (CEQA), in accordance with CEQA Guidelines § 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and CEQA Guidelines §15308, because the new regulations, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency for the protection of the environment; B. Waive full reading and introduce and conduct first reading of Ordinance No. 1278 adding Chapter 8.14 to the Vernon Municipal Code to regulate mandatory organic waste disposal reduction; and C. Direct staff to schedule second reading and adoption for the February 1, 2022 City Council meeting. The question was called and the motion carried unanimously.

ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

City Administrator Fandino announced that the Vernon CommUNITY Fund Scholarship Program was accepting applications through March 31, 2022 for the 2022 Calendar Year. He announced the services for Firefighter Flagler and expressed his condolences to the fallen firefighter's family, friends, loved ones, and colleagues.

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

None.

RECESS

Mayor Ybarra recessed the meeting to Closed Session at 9:24 a.m.

CLOSED SESSION

14. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Jerry Chavez v. City of Vernon

Los Angeles Superior Court Case No. 21STCP04133

15. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: Daniel Armellini vs. City of Vernon

Workers Compensation Appeals Board Case Nos. ADJ13084583 and ADJ13623594

16. PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)

Title: Interim City Attorney

RECONVENE

At 9:58 a.m., Mayor Ybarra adjourned Closed Session and reconvened the regular meeting.

CLOSED SESSION REPORT

Interim City Attorney Moussa reported that the Council met in Closed Session, discussed the items on the agenda, and unanimously approved and authorized settlement regarding Workers Compensation Appeals Board Case Nos. ADJ13084583 and ADJ13623594.

ADJOURNMENT

Mayor Ybarra adjourned the meeting at 9:59 a.m.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

City Council Agenda Item Report

Submitted by: Efren Peregrina
Submitting Department: Finance/Treasury
Meeting Date: February 1, 2022

SUBJECT

Operating Account Warrant Register

Recommendation:

Approve Operating Account Warrant Register No. 80, for the period of January 2 through January 15, 2022, totaling \$1,981,387.54 and consisting of ratification of electronic payments totaling \$1,764,276.23 and ratification of the issuance of early checks totaling \$217,111.31.

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. 80 covering claims and demands presented during the period of January 2 through January 15, 2022, 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. 80, totals \$1,981,387.54. 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. 80.

Attachments:

1. [Operating Account Warrant Register No. 80](#)



**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 80
FEBRUARY 1, 2022**

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: 1/26/2022

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. 80
FEBRUARY 1, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
004840 - A.M. ORTEGA CONSTRUCTION, INC	056.5600.900000	\$ 38,740.93	Construction & Repair Support Services	759712				
	056.5600.900000	\$ 45,562.25	Construction & Repair Support Services	759713				
	055.8200.590000	\$ 3,483.25	Construction & Repair Support Services	759714				
						01/05/2022	12300	\$ 87,786.43
000267 - BROADBAND, LLC	057.1057.500173	\$ 4,139.00	Internet Access Services	BBUS00032861		01/05/2022	12301	\$ 4,139.00
000447 - CDW GOVERNMENT, INC	011.9019.520010	\$ 727.76	APC Replacement Battery Cartridge~	M406682	011.0015037			
	011.9019.520010	\$ 1,000.64	APC Replacement Battery Cartridge~	M406682	011.0015037			
	011.9019.520010	\$ 103.27	Sales Tax 10.25	M406682				
	011.9019.520010	\$ 73.90	Sales Tax 10.25	M406682				
	011.9019.590110	\$ 481.54	Peerless Universal Full-Motion Plus	N569120	011.0015035			
	011.9019.590110	\$ 49.36	Sales Tax 10.25	N569120				
						01/05/2022	12302	\$ 2,436.47
000947 - DAILY JOURNAL CORPORATION	020.1084.550000	\$ 130.00	Publication Services	B3541136		01/05/2022	12303	\$ 130.00
001906 - WILLIAM DAVIS	011.1001.502030	\$ 1,500.00	HSA Employer Contribution~	010322		01/05/2022	12304	\$ 1,500.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 80
FEBRUARY 1, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005350 - HAUL AWAY RUBBISH SERVICE CO,	011.1048.596200	\$ 102.00	Disposal & Recycling Services	1CX01753				
	011.1049.596200	\$ 319.00	Disposal & Recycling Services	1CX01754				
	011.1049.596200	\$ 102.00	Disposal & Recycling Services	1CX01758				
	011.1049.596200	\$ 277.00	Disposal & Recycling Services	1CX01759				
	011.1049.596200	\$ 4,576.62	Disposal & Recycling Services	1CX01760				
						01/05/2022	12305	\$ 5,376.62
006687 - NDS	011.1004.520000	\$ 402.70	Postage	794456		01/05/2022	12306	\$ 402.70
002459 - PORT CANAVERAL PWR CONSULTANTS	055.9000.596200	\$ 260.00	Consultation & Support Services	VERNPVHDECEMBE R2021		01/05/2022	12307	\$ 260.00
005699 - WEBCO LB, LLC	011.1043.590000	\$ 10,250.00	Street Sweeping Services 12/21	LB6185		01/05/2022	12308	\$ 10,250.00
003266 - AON RISK INSURANCE SERVICES WE	011.1004.595200	\$ 5,950.00	Actuarial Study	8200000313283		01/07/2022	12309	\$ 5,950.00
001401 - CENTRAL BASIN MWD	020.1084.500130	\$ 43,908.36	Potable & Recycled Water	VERNOV21		01/07/2022	12310	\$ 43,908.36

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 80
FEBRUARY 1, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005614 - NORTHWEST ELECTRICAL SERVICES,	020.1084.590000	\$ 1,710.00	Technical Design Services	1809				
	020.1084.900000	\$ 54,150.00	Technical Design Services	1809				
	055.8200.596200	\$ 427.50	Technical Design Services	1809				
						01/07/2022	12311	\$ 56,287.50
006975 - THE ARROYO GROUP	011.1041.595200	\$ 68,087.15	West-Side Project Specific Plan	995511				
	011.1041.595200	\$ 24,742.00	West-Side Project Specific Plan	996412				
						01/07/2022	12312	\$ 92,829.15
006721 - TULLETT PREBON AMERICAS CORP	055.9200.596200	\$ 275.00	Brokerage Fees	8833293844122100				
						01/07/2022	12313	\$ 275.00
001658 - WATER REPLENISHMENT DISTRICT	020.1084.500110	\$ 232,676.70	Groundwater Production & Assessment	010922				
						01/07/2022	12314	\$ 232,676.70
003584 - WILLIAMS DATA MANAGEMENT	011.1003.596200	\$ 1,402.12	Storage Services	569473				
						01/07/2022	12315	\$ 1,402.12

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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	\$ 11.25	Initial Charges 12/21	202201043152567 105				
	055.9200.450340	\$ 11.62	Recalculation Charges 01/21	202201043152567 105				
	055.9200.500150	\$ 722.86	Recalculation Charges 01/21	202201043152567 180				
	055.9200.500170	\$ 481.63	Recalculation Charges 01/21	202201043152567 180				
	055.9200.500190	\$ -654.64	Recalculation Charges 01/21	202201043152567 180				
	055.9200.500150	\$ 424,398.20	Initial Charges 12/21	202201043152567 180				
	055.9200.500210	\$ 12,672.14	Initial Charges 12/21	202201043152567 180				
	055.9200.500170	\$ -14,917.00	Initial Charges 12/21	202201043152567 180				
	055.9200.500190	\$ -7,061.03	Initial Charges 12/21	202201043152567 180				
	055.9200.500150	\$ 20,712.34	Recalculation Charges 09/21	202201043152567 180				
	055.9200.500170	\$ 1,612.81	Recalculation Charges 09/21	202201043152567 180				
	055.9200.500190	\$ -362.56	Recalculation Charges 09/21	202201043152567 180				
	055.9200.500210	\$ -7.55	Recalculation Charges 09/21	202201043152567 180				
						01/07/2022	12316	\$ 437,620.07

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004303 - ATHENS INSURANCE SERVICES, INC	011.1026.594200	\$ 6,303.75	TPA Fees 01/22	IVC26853		01/12/2022	12317	\$ 6,303.75
000147 - GENERAL PUMP COMPANY, INC	020.1084.500140	\$ 2,050.00	Well & Booster Pump Maintenance	29035				
	020.1084.500140	\$ 2,050.00	Well & Booster Pump Maintenance	29036		01/12/2022	12318	\$ 4,100.00
006886 - JACOBS ENGINEERING GROUP, INC	055.9000.596200	\$ 1,613.90	Env Compliance Support Services	D3533900003		01/12/2022	12319	\$ 1,613.90
005108 - JEMMOTT ROLLINS GROUP, INC	011.1021.797000	\$ 8,100.00	Professional Services~	JAN22		01/12/2022	12320	\$ 8,100.00
003601 - UNITED SITE SERVICES OF CA	020.1084.520000	\$ 122.54	Portable Restroom Service~	11412543768				
	020.1084.520000	\$ 122.54	Portable Restroom Service~	11412543770				
	020.1084.520000	\$ 280.17	Portable Restroom Service~	11412584937				
	020.1084.520000	\$ 122.54	Portable Restroom Service~	11412632931				
	020.1084.520000	\$ 122.54	Portable Restroom Service~	11412632932				
	020.1084.520000	\$ 280.17	Portable Restroom Service~	11412668816				
	020.1084.520000	\$ 122.54	Portable Restroom Service~	11412712556				
	020.1084.520000	\$ 122.54	Portable Restroom Service~	11412712558				
	020.1084.520000	\$ -66.15	Portable Restroom Service Credit~	2142926078		01/12/2022	12321	\$ 1,229.43

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006494 - WENDELL WALL	020.1084.596700	\$ 105.00	Reimb. DWOCF Renewal	010422		01/12/2022	12322	\$ 105.00
003266 - AON RISK INSURANCE SERVICES WE	055.9190.503035	\$ 75,619.00	New - Commercial Property Coverage	8200000313409		01/14/2022	12323	\$ 75,619.00
007089 - CAPITAL INDUSTRIAL COATINGS	020.1084.900000	\$ 144,780.00	Rehabilitation of Reservoirs~	123121		01/14/2022	12324	\$ 144,780.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000447 - CDW GOVERNMENT, INC	011.9019.520010	\$ 98.69	Zebra Label, Paper, 3 x 2in, Direct	H346560	011.0014941			
	011.9019.520010	\$ 10.12	Sales Tax 10.25	H346560				
	011.9019.590110	\$ 1,465.68	Canon imageFORMULA DR-C225 II Office -	N452263	011.0015035			
	011.9019.590110	\$ 131.90	StarTech.com USB 3.0 to Gigabit	N452263	011.0015035			
	011.9019.590110	\$ 163.75	Sales Tax 10.25	N452263				
	011.9019.590110	\$ 366.24	C2G HDMI over Cat5/Cat6 Extender ~	N511940	011.0015035			
	011.9019.590110	\$ 390.60	Dell AC511M Stereo USB Sound Bar CDW#	N511940	011.0015035			
	011.9019.590110	\$ 77.58	Sales Tax 10.25	N511940				
	011.9019.590110	\$ 935.09	Samsung BE70T-H BET-H Pro TV Series -	N518489	011.0015035			
	011.9019.590110	\$ 6.00	RECYCLING FEE 35" AND OVER~	N518489	011.0015035			
	011.9019.590110	\$ 95.85	Sales Tax 10.25	N518489				
	011.9019.590110	\$ 134.85	Case Logic Advantage Attache Case for	N635751	011.0015035			
	011.9019.590110	\$ 170.55	Tripp Lite Eco Surge Protector Power	N635751	011.0015035			
	011.9019.590110	\$ 31.30	Sales Tax 10.25	N635751				
						01/14/2022	12325	\$ 4,078.20
000956 - CROSSPOINT NETWORK SOLUTIONS,	011.9019.590110	\$ 4,000.00	MiVoice Bus License - Enterprise User	IN2021377	011.0015100			
						01/14/2022	12326	\$ 4,000.00
001150 - MCMASTER-CARR SUPPLY COMPANY	020.1084.520000	\$ 432.31	Hardware Supplies~	68391707	055.0002897			
						01/14/2022	12327	\$ 432.31

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001447 - TYLER TECHNOLOGIES, INC	011.9019.860000	\$ 4,900.00	ERP System (Munis) Upgrade	45352397				
	011.9019.860000	\$ 1,400.00	ERP System (Munis) Upgrade	45361982				
	011.9019.860000	\$ 4,900.00	ERP System (Munis) Upgrade	45364100				
	011.9019.860000	\$ 2,800.00	ERP System (Munis) Upgrade	45364683				
	011.9019.860000	\$ 700.00	ERP System (Munis) Upgrade	46364933				
						01/14/2022	12328	\$ 14,700.00
003601 - UNITED SITE SERVICES OF CA	020.1084.520000	\$ 85.03	Portable Restroom Service~	11412581545				
	020.1084.520000	\$ 85.03	Portable Restroom Service~	11412665942				
	020.1084.520000	\$ 85.03	Portable Restroom Service~	11412748839				
						01/14/2022	12329	\$ 255.09

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002412 - CALIFORNIA ISO	055.9200.500150	\$ -33.05	Recalculation Charges 06/20	202201113152691 781				
	055.9200.500170	\$ -346.38	Recalculation Charges 06/20	202201113152691 781				
	055.9200.500180	\$ -27.49	Recalculation Charges 06/20	202201113152691 781				
	055.9200.500190	\$ -753.30	Recalculation Charges 06/20	202201113152691 781				
	055.9200.500150	\$ 5,457.51	Recalculation Charges 09/21	202201113152691 781				
	055.9200.500170	\$ 59,195.14	Recalculation Charges 09/21	202201113152691 781				
	055.9200.500180	\$ 378.32	Recalculation Charges 09/21	202201113152691 781				
	055.9200.500240	\$ 335.62	Recalculation Charges 09/21	202201113152691 781				
	055.9200.500190	\$ -708.88	Recalculation Charges 09/21	202201113152691 781				
	055.9200.500210	\$ -8.00	Recalculation Charges 09/21	202201113152691 781				
	055.9200.500150	\$ 359,598.28	Initial Charges 12/21	202201113152691 781				
	055.9200.500210	\$ 15,209.14	Initial Charges 12/21	202201113152691 781				
	055.9200.500170	\$ -6,715.39	Initial Charges 12/21	202201113152691 781				
	055.9200.500190	\$ -17,648.08	Initial Charges 12/21	202201113152691 781				

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						01/14/2022	12330	\$ 413,933.44
001581 - THE GAS COMPANY	011.1033.560000	\$ 18.04	Period: 11/09/21 - 12/10/21	121421(2)		01/14/2022	12331	\$ 18.04

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005594 - US BANK CORPORATE	011.1043.520000	\$ 1,510.43	Supplies	072221				
	011.1023.596600	\$ 116.86	Advertising	072221(10)				
	011.1002.520000	\$ 197.74	Community Outreach Event	072221(10)				
	011.1070.550000	\$ 128.64	Community Outreach Event	072221(10)				
	011.1002.596500	\$ 3.00	Parking	072221(10)				
	011.1023.596600	\$ 67.56	Subscription Dues	072221(10)				
	011.1002.596500	\$ 42.46	Meals / City Council	072221(11)				
	011.1049.520000	\$ 33.01	Key Repair	072221(12)				
	011.1049.520000	\$ 3,196.36	Portable Sinks	072221(12)				
	011.1049.520000	\$ 492.72	Supplies	072221(12)				
	011.1049.520000	\$ 1,287.13	Supplies	072221(13)				
	011.1043.520000	\$ 664.20	Water Bottles	072221(13)				
	011.9019.590110	\$ 175.24	Adobe Subscription	072221(14)				
	011.9019.520010	\$ 784.35	Supplies	072221(14)				
	011.9019.590110	\$ 299.22	Supplies	072221(14)				
	011.9019.590110	\$ 69.00	Time Lapse Software	072221(14)				
	011.9019.590110	\$ 0.99	VoIP Phone App	072221(14)				
	011.9019.520010	\$ 9.99	Zendesk Helpdesk Software	072221(14)				
	011.9019.590110	\$ 514.50	Zendesk Helpdesk Software	072221(14)				
	011.9019.590110	\$ 69.98	Zoom for City Council Meetings	072221(14)				
	011.9019.590110	\$ 259.89	Zoom for Remote Meetings	072221(14)				
	011.9019.590110	\$ 14.32	Amazon Prime Membership	072221(14)				
	011.9019.590110	\$ 10.00	Anturis Software	072221(14)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.9019.590110	\$ 9.99	Arlo Camera Subscription	072221(14)				
	011.9019.590110	\$ 1,404.00	Google Suite Subscription	072221(14)				
	011.9019.590110	\$ 2,315.74	GoToAssist Software	072221(14)				
	011.9019.520010	\$ 287.94	Meraki Access Point Software	072221(14)				
	011.9019.590110	\$ 265.98	Office 365 Subscription	072221(14)				
	011.9019.590110	\$ 35.88	Publisher Software	072221(14)				
	011.1024.520000	\$ 72.65	Supplies	072221(15)				
	011.1070.550000	\$ 592.00	Community Outreach Event	072221(16)				
	011.1031.570000	\$ 71.44	Supplies	072221(16)				
	011.1031.520000	\$ 197.57	Supplies	072221(16)				
	011.2031.520000	\$ 220.89	Supplies	072221(16)				
	011.1031.596500	\$ 364.11	Training Room Reservation	072221(16)				
	011.1031.596700	\$ 1,004.00	Driver Training	072221(16)				
	011.1031.596700	\$ 425.00	Registration Fee / N. Perez	072221(16)				
	011.1031.596700	\$ 1,931.50	Training	072221(16)				
	011.1031.596700	\$ 8.61	Service Fee	072221(16)				
	011.1031.596700	\$ 325.00	Seminar Registration / J. Reyna	072221(16)				
	011.1031.520000	\$ 120.00	Meals / Chief Promotion	072221(16)				
	011.1049.520000	\$ 1,466.40	Supplies	072221(17)				
	011.1049.520000	\$ 2,311.36	Trailer Holding Tank	072221(17)				
	055.8200.500230	\$ 1,055.71	Permit Fees	072221(18)				
	055.8200.500230	\$ 23.44	Processing Fee	072221(18)				
	055.9000.596700	\$ 275.00	Training / L. Umeda	072221(18)				

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005594 - US BANK CORPORATE	055.9000.550000	\$ 1,762.90	Video Equipment	072221(18)				
	011.1003.520000	\$ 74.72	Meals / PRA Procedures Meeting	072221(19)				
	011.1070.550000	\$ 2,715.58	Community Outreach Event	072221(2)				
	011.1026.596900	\$ 15.80	Employee Outreach Event	072221(20)				
	011.1026.596905	\$ 69.81	Meals / Interview Panel	072221(20)				
	011.1026.520000	\$ 472.36	Supplies	072221(20)				
	011.1031.570000	\$ 40.00	Fuel Expense	072221(21)				
	011.1004.520000	\$ 50.63	Supplies	072221(22)				
	011.1026.596900	\$ 1,510.04	Employee Outreach Event	072221(23)				
	020.1084.520000	\$ 185.38	Supplies	072221(24)				
	011.1046.520000	\$ 449.81	Key Repair	072221(25)				
	011.1046.520000	\$ 882.19	Supplies	072221(25)				
	011.1031.596700	\$ 200.00	Registration Fee / R. Sousa	072221(26)				
	011.1043.520000	\$ 305.40	Supplies	072221(27)				
	011.1049.520000	\$ 344.64	Water Bottles	072221(27)				
	011.1004.596600	\$ 40.00	Financial Times Subscription	072221(28)				
	011.1004.596500	\$ 600.88	Hotels	072221(28)				
	011.1004.596500	\$ 600.00	League of CA Cities Conference	072221(28)				
	011.5031.560000	\$ 66.69	Cable Service	072221(29)				
	011.1031.596550	\$ 574.00	Membership Dues	072221(29)				
	011.1026.596700	\$ 149.00	Supplies	072221(3)				
	011.1026.596900	\$ 5.31	Supplies	072221(3)				
	055.9000.596700	\$ 29.18	Meals / Water Main Break	072221(30)				

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005594 - US BANK CORPORATE	055.8000.590000	\$ 188.87	Supplies	072221(30)				
	055.8200.590000	\$ 112.32	Supplies	072221(30)				
	055.9000.520000	\$ 5.94	Supplies	072221(30)				
	020.1084.900000	\$ 487.95	Supplies	072221(30)				
	011.1026.550000	\$ 668.00	Advertising	072221(31)				
	011.1026.596905	\$ 67.18	Meals / Interview Panel	072221(31)				
	011.1060.596700	\$ 90.00	ICC Exam Fee	072221(32)				
	011.1060.520000	\$ 125.00	Logo Design	072221(32)				
	011.1060.520000	\$ 108.28	Supplies	072221(32)				
	011.1046.520000	\$ 158.93	Supplies	072221(33)				
	020.1084.520000	\$ 95.86	Supplies	072221(34)				
	055.9000.596550	\$ 81.99	Cable Service	072221(4)				
	055.9000.596700	\$ 189.14	Meals / Field Operation Planning	072221(4)				
	011.1031.596550	\$ 145.00	Membership Dues	072221(5)				
	011.1031.596700	\$ 250.00	Registration Fees / B. Gray	072221(5)				
	011.1070.550000	\$ 1,331.01	Community Outreach Event	072221(6)				
	011.1001.520000	\$ 70.79	Council Member Photo Prints	072221(6)				
	011.1070.550000	\$ 69.18	Graduation Event	072221(6)				
	011.1002.596500	\$ 130.81	Meals / Special Council Meeting	072221(6)				
	011.1001.520000	\$ 390.73	Name Plates for City Hall	072221(6)				
	011.1001.520000	\$ 105.03	Supplies	072221(6)				
	011.1002.596500	\$ 33.47	Supplies	072221(6)				
	011.1001.520000	\$ 600.00	Supplies	072221(6)				

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005594 - US BANK CORPORATE	011.1002.570000	\$ 138.70	Fuel / City Owned Vehicle	072221(7)				
	011.1040.520000	\$ 216.05	Meals / PW Meeting	072221(8)				
	011.1041.596700	\$ 215.00	Membership Dues	072221(8)				
	011.1041.596700	\$ 210.00	Registration Fees / W. Reynoso	072221(8)				
	056.5600.520000	\$ 109.26	Key Repair	072221(9)				
	056.5600.520000	\$ 399.78	Supplies	072221(9)				
	056.5600.596600	\$ 1,587.67	Supplies	072221(9)				
	056.5600.596700	\$ 286.80	Travel / J. Lozano	072221(9)				
						09/23/2021	12332	\$ 44,544.86

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005594 - US BANK CORPORATE	011.1043.501010	\$ 3,976.10	Supplies	082321				
	011.1049.520000	\$ 39.56	Key Repair	082321(10)				
	011.1043.520000	\$ 3,915.15	Supplies	082321(11)				
	011.9019.520010	\$ 228.23	Adobe Subscription	082321(12)				
	011.9019.520010	\$ 250.77	Photobooth Equipment	082321(12)				
	011.9019.520010	\$ 9.99	PM Software	082321(12)				
	011.9019.520010	\$ 33.92	Publisher Software	082321(12)				
	011.9019.520010	\$ 74.90	Slideshow Software	082321(12)				
	011.9019.520010	\$ 944.89	Supplies	082321(12)				
	011.9019.520010	\$ 32.91	VoIP Phone App	082321(12)				
	011.9019.520010	\$ 110.10	Webcams	082321(12)				
	011.9019.520010	\$ 524.50	Zendesk Helpdesk Software	082321(12)				
	011.9019.520010	\$ 69.98	Zoom for City Council Meetings	082321(12)				
	011.9019.520010	\$ 259.89	Zoom for Webinars	082321(12)				
	011.9019.520010	\$ 14.32	Amazon Prime Membership	082321(12)				
	011.9019.520010	\$ 9.99	Arlo Camera Subscription	082321(12)				
	011.9019.520010	\$ 59.95	DNS Easy Renewal	082321(12)				
	011.9019.520010	\$ 143.31	Dome Camera for VPU	082321(12)				
	011.9019.520010	\$ 1,413.67	Google Suite Subscription	082321(12)				
	011.9019.520010	\$ 466.75	GoToAssist Software	082321(12)				
	011.9019.590110	\$ 14.00	GoToMeeting Software	082321(12)				
	011.9019.520010	\$ 265.98	Office 365 Subscription	082321(12)				
	011.1060.596700	\$ 225.00	CCFEH Training	082321(13)				

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005594 - US BANK CORPORATE	011.1060.595200	\$ 904.99	Subscription Dues	082321(13)				
	011.1049.520000	\$ 17.84	Meals / Drinks for Employees	082321(14)				
	011.1048.520000	\$ 602.78	Supplies	082321(14)				
	011.1049.520000	\$ 114.47	Supplies	082321(14)				
	011.1046.520000	\$ 650.42	Supplies	082321(15)				
	011.1004.520000	\$ 5.49	Filing Fee	082321(16)				
	011.1031.596700	\$ 325.00	2021 CBIA Conference	082321(17)				
	011.1070.550000	\$ 42.28	Supplies	082321(17)				
	011.1031.596500	\$ 461.72	Training / Stevenson	082321(17)				
	011.1031.596700	\$ 835.89	Training / Velez	082321(17)				
	011.1031.540000	\$ 661.20	Uniforms	082321(17)				
	011.1031.596200	\$ 531.00	Badge Frame	082321(17)				
	011.1031.520000	\$ 74.92	Meals / Chief Miranda	082321(17)				
	011.1031.520000	\$ 110.13	Meals / Chief Sousa	082321(17)				
	011.1070.550000	\$ 120.00	PD Banner	082321(17)				
	011.1031.540000	\$ 534.43	Police Badge	082321(17)				
	011.1031.596700	\$ 125.00	Registration / E. Hernandez	082321(17)				
	011.1031.540000	\$ 99.20	Shirts	082321(17)				
	011.1070.550000	\$ 285.12	Shirts	082321(17)				
	011.1049.520000	\$ 213.57	Key Repair	082321(18)				
	011.1049.520000	\$ 1,681.31	Office Furniture	082321(18)				
	011.1048.520000	\$ 98.12	Supplies	082321(18)				
	011.1048.520000	\$ 315.01	Windshield Repair	082321(18)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	055.8200.500230	\$ 49.50	Generation Expense	082321(19)				
	055.9000.520000	\$ 49.59	Supplies	082321(19)				
	055.9000.596700	\$ 35.00	Training	082321(19)				
	055.8000.540000	\$ 1,510.89	Uniforms	082321(19)				
	055.8100.540000	\$ 3,238.68	Uniforms	082321(19)				
	011.9019.520010	\$ 14.32	Amazon Prime Membership	082321(2)				
	011.1026.550000	\$ 490.00	Advertising	082321(20)				
	011.1026.596905	\$ 90.80	Meals / Interview Panel	082321(20)				
	011.1046.520000	\$ 0.25	Parking	082321(21)				
	011.1046.520000	\$ 454.03	Supplies	082321(21)				
	011.1031.596550	\$ 440.00	Membership Dues	082321(22)				
	011.1031.520000	\$ 41.57	Supplies	082321(22)				
	011.1031.596700	\$ 50.00	Training / R. Sousa	082321(22)				
	011.1049.520000	\$ 436.59	Supplies	082321(23)				
	011.1043.520000	\$ 1,173.82	Water Bottles	082321(23)				
	011.1004.596600	\$ 40.00	Financial Times Subscription	082321(24)				
	011.5031.560000	\$ 66.69	Cable Service	082321(25)				
	011.1031.520000	\$ 597.69	Supplies	082321(25)				
	020.1084.900000	\$ 4,680.28	Supplies	082321(26)				
	011.1026.596905	\$ 118.52	Meals / Interview Panel	082321(27)				
	011.1026.596600	\$ 740.00	Membership Dues	082321(27)				
	011.1060.596700	\$ 90.00	ICC Exam Fee	082321(28)				
	011.1046.520000	\$ 73.86	Key Repair	082321(29)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1026.596905	\$ 40.32	Meals / Recruitment	082321(3)				
	020.1084.596700	\$ 20.50	Meals / Employees Working Late	082321(30)				
	020.1084.520000	\$ 4,323.65	Supplies	082321(30)				
	055.9000.596550	\$ 163.98	Cable Service	082321(4)				
	055.9000.596700	\$ 179.51	Flowers	082321(4)				
	011.1070.550000	\$ 940.86	Community Outreach Event	082321(5)				
	011.1002.596500	\$ 43.49	Meals / Meeting	082321(5)				
	011.1002.596500	\$ 600.00	Registration / C. Fandino	082321(5)				
	011.1002.520000	\$ 53.49	Shirts / A. Kimmey	082321(5)				
	011.1003.520000	\$ 53.49	Shirts / L. Pope	082321(5)				
	011.1002.520000	\$ 146.28	Supplies	082321(5)				
	011.9019.590110	\$ 114.99	Subscription Dues	082321(6)				
	011.9019.520010	\$ 422.62	Supplies	082321(6)				
	011.1041.596500	\$ 66.97	Hotel / J. Moore	082321(7)				
	011.1040.596200	\$ 49.30	Meals / PW Meeting	082321(7)				
	011.1043.596600	\$ 350.00	Membership Dues	082321(7)				
	011.1043.596700	\$ 225.00	Membership Dues	082321(7)				
	011.1041.596700	\$ 1,035.00	Training	082321(7)				
	011.1041.596500	\$ 60.98	Travel / J. Moore	082321(7)				
	056.5600.520000	\$ 428.94	Supplies	082321(8)				
	056.5600.596700	\$ 214.43	Training / N. Linnert	082321(8)				
	011.1002.520000	\$ 289.89	Frames	082321(9)				
	011.1002.596500	\$ 136.00	Meals / City Planning	082321(9)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1023.596600	\$ 67.61	Subscription Dues	082321(9)		09/23/2021	12333	\$ 46,403.13

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002190 - OFFICE DEPOT	055.7100.520000	\$ 113.95	Office Supplies	193041710001				
	055.9000.520000	\$ 311.11	Office Supplies	193041710001				
	055.9100.520000	\$ 7.88	Office Supplies	193041710001				
	055.9200.520000	\$ 67.12	Office Supplies	193041710001				
	055.8000.520000	\$ 29.73	Office Supplies	193069597001				
	055.9000.520000	\$ 79.35	Office Supplies	193069628001				
	020.1084.520000	\$ 91.56	Office Supplies	193173899001				
	020.1084.520000	\$ 135.42	Office Supplies	193331481001				
	011.9019.520000	\$ 40.38	Office Supplies	201329433001				
	011.1002.520000	\$ 34.12	Office Supplies	201329433001				
	011.9019.520000	\$ 14.87	Office Supplies	201385370001				
	011.1031.520000	\$ 316.21	Office Supplies	203251545001				
	011.1031.520000	\$ 10.14	Office Supplies	203420321001				
	011.1031.520000	\$ 49.15	Office Supplies	203420324001				
	020.1084.520000	\$ -105.43	Office Supplies	203420673001				
	011.1026.520000	\$ 139.69	Office Supplies	203507000001				
	011.1026.520000	\$ 6.60	Office Supplies	203508500001				
	055.7100.520000	\$ -5.79	Office Supplies	203969404001				
	055.7100.520000	\$ -36.72	Office Supplies	203969406001				
	011.1060.520000	\$ 100.86	Office Supplies	205116957001				
	011.1060.520000	\$ 28.98	Office Supplies	205150978001				
	056.5600.520000	\$ 387.74	Office Supplies	205381117001				
	056.5600.520000	\$ 29.75	Office Supplies	205401885001				

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002190 - OFFICE DEPOT	056.5600.520000	\$ 58.42	Office Supplies	205401890001				
	056.5600.520000	\$ 12.01	Office Supplies	205401893001				
	056.5600.520000	\$ 36.44	Office Supplies	205830742001				
	011.1031.520000	\$ 440.87	Office Supplies	209028588001				
	011.1031.520000	\$ 8.86	Office Supplies	209029221001				
	011.1031.520000	\$ 41.17	Office Supplies	209029223001				
	011.1043.520000	\$ 49.58	Office Supplies	210402489001				
	011.1041.520000	\$ 76.49	Office Supplies	210402489001				
	011.1040.520000	\$ 42.55	Office Supplies	210402489001				
	011.1043.520000	\$ 13.33	Office Supplies	210404927001				
	011.1040.520000	\$ 13.22	Office Supplies	210508232001				
	011.1060.520000	\$ 87.13	Office Supplies	211074395001				
	011.1004.520000	\$ 122.70	Office Supplies	211745919001				
	011.1004.520000	\$ 18.73	Office Supplies	211755245001				
	011.1004.520000	\$ 22.03	Office Supplies	211755246001				
						12/29/2021	12334	\$ 2,890.20
001617 - UPS	011.1041.520000	\$ 77.87	Period: 12/21	933312501(2)				
	011.1041.520000	\$ 104.45	Period: 12/21	933312511(2)				
	020.1084.550000	\$ 16.56	Period: 12/21	933312521(2)				
	011.1041.520000	\$ 46.82	Period: 12/21	933312521(2)				
						01/04/2022	12335	\$ 245.70

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002190 - OFFICE DEPOT	055.9000.520000	\$ 5.28	Office Supplies	202340583002		01/12/2022	12336	\$ 5.28
001581 - THE GAS COMPANY	011.1049.560000	\$ 50.22	Period: 11/09/21 - 12/10/21	121421		01/12/2022	12337	\$ 50.22
001617 - UPS	011.1041.520000	\$ 53.61	Period: 01/22	933312012(2)		01/12/2022	12338	\$ 53.61
001552 - HOME DEPOT CREDIT SERVICES	011.1043.520000	\$ 3,517.51	Small Tools & Plumbing Hardware~	011422_MULTIPLE	011.0014991			
	011.1048.520000	\$ 1,222.67	Small Tools & Plumbing Hardware~	011422_MULTIPLE	011.0014991			
	011.1049.520000	\$ 2,135.96	Small Tools & Plumbing Hardware~	011422_MULTIPLE	011.0014991			
						01/14/2022	12339	\$ 6,876.14
002190 - OFFICE DEPOT	055.9000.520000	\$ 183.20	Office Supplies	206615439001				
	055.9200.520000	\$ 140.01	Office Supplies	206615440001				
	055.9000.520000	\$ 13.22	Office Supplies	206615453001				
	055.9000.520000	\$ 32.84	Office Supplies	206615454001				
	011.1003.520000	\$ 36.16	Office Supplies	215474629001				
	011.1049.520000	\$ 171.26	Office Supplies	215542430001				
	011.1004.520000	\$ 132.12	Office Supplies	217356804001				
						01/14/2022	12340	\$ 708.81
TOTAL ELECTRONIC								\$ 1,764,276.23

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000038 - CROSS, JEREMY	011.1031.596500	\$	356.96	Firearms / Tactical Rifle Instructor	122221		01/06/2022	608557	\$ 356.96
007242 - ALAN ESCARPE	011.1031.596500	\$	439.20	John Hancock Drive	122121		01/06/2022	608558	\$ 439.20
003276 - NATIONAL TRAINING CONCEPTS, IN	011.1031.596500	\$	557.00	Registration / C. Saldana	122221		01/06/2022	608559	\$ 1,114.00
	011.1031.596500	\$	557.00	Registration / J. Cross	122221(2)				
006870 - CARLOS SALDANA	011.1031.596500	\$	356.96	Firearms / Tactical Rifle Instructor	122221		01/06/2022	608560	\$ 356.96
004318 - A-BEST INDUSTRIAL, INC	056.5600.590000	\$	3,635.00	Internal Rebuild Kit~	IN15197	056.0000659	01/06/2022	608561	\$ 4,001.67
	056.5600.590000	\$	21.34	Freight	IN15197	056.0000659			
	056.5600.590000	\$	345.33	Sales Tax 9.5%	IN15197				
005174 - ALL AMERICAN TROPHY & ENGRAVIN	011.1026.596900	\$	38.59	Perpetual Plaques	113499		01/06/2022	608562	\$ 38.59
005654 - AMBIENT ENVIRONMENTAL, INC	020.1084.900000	\$	1,200.00	Asbestos Survey	10822		01/06/2022	608563	\$ 1,200.00

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006365 - COMMERCIAL TRANSPORTATION SERV	011.1049.596700	\$	3,867.02	CDL Training	3646		01/06/2022	608564	\$ 3,867.02
001336 - CURRENT WHOLESALE ELECTRIC SUP	020.1084.520000	\$	310.49	Electrical & Hardware Supplies~	270510	011.0014875			
	020.1084.520000	\$	24.59	Electrical & Hardware Supplies~	270513	011.0014875			
	020.1084.900000	\$	487.83	Electrical & Hardware Supplies~	270553	011.0014875			
	020.1084.900000	\$	1,853.53	Electrical & Hardware Supplies~	275011	011.0014875	01/06/2022	608565	\$ 2,676.44
003423 - FACILITIES PROTECTION SYSTEMS	011.1049.590000	\$	1,440.00	Preventative Maintenance	71321		01/06/2022	608566	\$ 1,440.00
001712 - GRAINGER, CO	011.1049.520000	\$	139.25	Building Hardware~	9158165457	011.0014914	01/06/2022	608567	\$ 139.25
000686 - IGOE & COMPANY, INC	011.1026.594200	\$	75.00	Participation Fee	251841				
	011.1026.594200	\$	50.00	IRS Max Auto-Update	251841		01/06/2022	608568	\$ 125.00
000804 - LB JOHNSON HARDWARE CO #1	011.1049.520000	\$	72.23	Small Tools, Plumbing & Building	118410	011.0014915			
	011.1049.520000	\$	4.57	Small Tools, Plumbing & Building	118429	011.0014915	01/06/2022	608569	\$ 76.80

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006667 - MEGA RENOVATION, INC	011.1049.590000	\$	45,700.00	Carpet Tile for City Hall	2415		01/06/2022	608570	\$ 45,700.00
000841 - NATIONAL LEAGUE OF CITIES	011.1002.596550	\$	283.00	Membership Dues	177265		01/06/2022	608571	\$ 283.00
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$	93.50	Medical Services	73535317		01/06/2022	608572	\$ 906.00
	011.1026.597000	\$	616.50	Medical Services	73855885				
	011.1026.597000	\$	196.00	Medical Services	73916565				
007274 - GLADYS SALAZAR	011.1026.596200	\$	52.00	Reimb. Live Scan	010422		01/06/2022	608573	\$ 52.00
000883 - UNITED RENTALS (NORTH AMERICA)	011.1049.520000	\$	1,092.38	Equipment & Tool Rental	200663401001		01/06/2022	608574	\$ 1,092.38
007264 - WALNUT VALLEY WATER DISTRICT	020.1084.520000	\$	2,660.80	Fiber Glass Meter Box~	ARINV0888	011.0015110	01/06/2022	608575	\$ 8,221.73
	020.1084.520000	\$	3,546.80	Fiber Glass Meter Box~	ARINV0888	011.0015110			
	020.1084.520000	\$	396.20	Fiber Glass Meter Box~	ARINV0888	011.0015110			
	020.1084.520000	\$	990.57	Freight	ARINV0888	011.0015110			
	020.1084.520000	\$	627.36	Sales Tax 9.5%	ARINV0888				

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002886 - WALTERS WHOLESALE ELECTRIC, CO	020.1084.590000	\$ 1,267.74	Electrical Parts ~	S118707028002	055.0002900			
	020.1084.590000	\$ 617.01	Electrical Parts ~	S119291097001	055.0002900	01/06/2022	608576	\$ 1,884.75
001968 - APGA SIF	056.5600.596550	\$ 19.00	SHRIMP/DIMP Online Access~	013122		01/13/2022	608577	\$ 19.00
001948 - AT&T	011.9019.590110	\$ 1,979.40	Period: 11/19/21 - 12/18/21	4424886608		01/13/2022	608578	\$ 1,979.40
002889 - AT&T MOBILITY	011.9019.560010	\$ 46.23	Period: 11/09/21 - 12/08/21	832176480X12162 021		01/13/2022	608579	\$ 46.23
007122 - ATLAS PLANNING SOLUTIONS	011.1003.594000	\$ 6,211.00	Consulting Services for Local Hazard	1330		01/13/2022	608580	\$ 6,211.00
005078 - BURKE, WILLIAMS & SORENSEN, LL	011.1024.593200	\$ 7,427.94	Re: Martines, Ismael v. City of Vernon,	278573				
	011.1024.593200	\$ 1,736.00	Re: Sanchez, Christina v. State of	278576				
	011.1024.593200	\$ 3,297.00	Re: General~	278839		01/13/2022	608581	\$ 12,460.94
006972 - CLIFTONLARSONALLEN, LLP	011.1004.595200	\$ 10,000.00	Auditing Services	3116644		01/13/2022	608582	\$ 10,000.00

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000038 - CROSS, JEREMY	011.1031.596500	\$	23.13	Arrest & Control / Strategic	122721				
	011.1031.596700	\$	25.00	Arrest & Control / Strategic	122721				
							01/13/2022	608583	\$ 48.13
007145 - DUNCAN WEINBERG GENZER	055.9000.596200	\$	2,073.50	Professional Services~	35342LSG				
	055.9000.596200	\$	588.00	Professional Services~	35343LSG				
	055.9000.596200	\$	1,887.50	Professional Services~	35344LSG				
							01/13/2022	608584	\$ 4,549.00
003285 - ALEXY ESCOBEDO	011.1031.596500	\$	23.13	Use of Force / Driver Training Course	010622				
	011.1031.596700	\$	25.00	Use of Force / Driver Training Course	010622				
							01/13/2022	608585	\$ 48.13
001956 - IGNACIO ESTRADA III	011.1031.596500	\$	23.13	Arrst & Control / Strategic	122721				
	011.1031.596700	\$	25.00	Arrst & Control / Strategic	122721				
							01/13/2022	608586	\$ 48.13
006887 - FLORES, TERESA	011.1031.596500	\$	23.13	Use of Force / Driver Training Course	010622				
	011.1031.596700	\$	25.00	Use of Force / Driver Training Course	010622				
							01/13/2022	608587	\$ 48.13
005825 - FRONTIER	011.9019.560010	\$	55.47	Period: 09/16/21 - 10/15/21	091621				
	011.9019.560010	\$	55.47	Period: 10/16/21 - 11/15/21	101621				
	011.9019.560010	\$	55.47	Period: 11/16/21 - 12/15/21	111621				
	011.9019.560010	\$	55.47	Period: 12/16/21 - 01/15/22	121621				
							01/13/2022	608588	\$ 221.88

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006108 - IMPRESSIONS IN THREAD	011.1040.520000	\$ 55.00	Charcoal Red House - Large~	5618	011.0015096			
	011.1040.520000	\$ 55.00	Blue Red House - Large~	5618	011.0015096			
	011.1040.520000	\$ 55.00	Vintage Navy Red House - Large~	5618	011.0015096			
	011.1041.520000	\$ 85.00	OGIO Endurance - Crux Soft Shell,	5618	011.0015096			
	011.1041.520000	\$ 70.00	OGIO-Grit Fleece Jacket, Blacktop, Large	5618	011.0015096			
	011.1041.520000	\$ 45.00	OGIO-Caliber 2.0 Polo, Navy, 3XL~	5618	011.0015096			
	011.1041.520000	\$ 50.00	Red House - Slim Fit Pinpoint Oxford	5618	011.0015096			
	011.1041.520000	\$ 50.00	RH620 Red House - Slim Fit Pinpoint	5618	011.0015096			
	011.1041.520000	\$ 60.00	Port Authority - Challenger Jacket,	5618	011.0015096			
	011.1041.520000	\$ 60.00	Red House - Non-Iron Diamond Dobby	5618	011.0015096			
	011.1041.520000	\$ 89.00	OGIOendurance-Crux Soft Shell,Blacktop,	5618	011.0015096			
	011.1041.520000	\$ 60.00	Red House - Tall Nailhead Non-Iron	5618	011.0015096			
	011.1041.520000	\$ 66.00	Red House - Mini Check Non-Iron	5618	011.0015096			
	011.1041.520000	\$ 40.00	Red House - Black, Large~	5618	011.0015096			
	011.1040.520000	\$ 16.91	Sales Tax 10.25	5618				
	011.1041.520000	\$ 69.19	Sales Tax 10.25	5618				
						01/13/2022	608589 \$	926.10
000138 - LACPCA	011.1031.596550	\$ 500.00	2022 Annual Dues	010422		01/13/2022	608590 \$	500.00
000138 - LACPCA	011.1031.596700	\$ 300.00	Registration / R. Sousa	011022		01/13/2022	608591 \$	300.00

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FEBRUARY 1, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007283 - M7 HOLDINGS, LLC	011.100002	\$ 708.00	Ref C-2021-1705	Ref000237010		01/13/2022	608592	\$ 708.00
006203 - MRC SMART TECHNOLOGY SOLUTIONS	011.9019.590110	\$ 1,488.00	Managed Print Services	IN2292201				
	011.9019.590110	\$ 1,845.02	Managed Print Services	IN2356464		01/13/2022	608593	\$ 3,333.02
007278 - PRISM	011.1026.502030	\$ 903.21	Employee Assistance Program~	22401068		01/13/2022	608594	\$ 903.21
000074 - RAMOS, JOSE	011.1031.596500	\$ 23.13	Arrest & Control / Strategic	122721				
	011.1031.596700	\$ 25.00	Arrest & Control / Strategic	122721		01/13/2022	608595	\$ 48.13
007277 - RICARDO RECANO, JR.	011.1026.596200	\$ 52.00	Reimb. Live Scan	011022		01/13/2022	608596	\$ 52.00
006870 - CARLOS SALDANA	011.1031.596500	\$ 23.13	Arrest & Control / Strategic	122721				
	011.1031.596700	\$ 25.00	Arrest & Control / Strategic	122721		01/13/2022	608597	\$ 48.13
001638 - DANIEL SANTOS	011.1031.596500	\$ 23.13	Arrest & Control / Strategic	122721				
	011.1031.596700	\$ 25.00	Arrest & Control / Strategic	122721		01/13/2022	608598	\$ 48.13

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 80
FEBRUARY 1, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007057 - SDI PRESENCE, LLC	011.9019.595210	\$ 30,450.00	Professional Services Rendered~	7131				
	011.9019.595210	\$ 23,887.50	Professional Services Rendered~	7307				
	011.9019.595210	\$ 22,137.50	Professional Services Rendered~	7581				
	011.9019.595210	\$ 21,087.50	Professional Services Rendered~	7792				
						01/13/2022	608599	\$ 97,562.50
007281 - JOHANNA SUAZO	011.1031.420510	\$ 66.50	Refund for Parking Citation No. P89093V	010522		01/13/2022	608600	\$ 66.50
000403 - VELASQUEZ, RICHARD	011.1031.596500	\$ 23.13	Arrest & Control / Strategic	122721				
	011.1031.596700	\$ 25.00	Arrest & Control / Strategic	122721				
						01/13/2022	608601	\$ 48.13
001481 - VERIZON BUSINESS SERVICES	011.9019.560010	\$ 585.74	Period: 11/21	72058817		01/13/2022	608602	\$ 585.74
006081 - YMCA OF METROPOLITAN LA	011.1070.596200	\$ 2,330.00	YMCA Sponsorship	11302021		01/13/2022	608603	\$ 2,330.00
TOTAL EARLY CHECKS								\$ 217,111.31

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 80
FEBRUARY 1, 2022**

RECAP BY FUND

FUND	ELECTRONIC TOTAL	EARLY CHECK TOTAL	WARRANT TOTAL	GRAND TOTALS
011 - GENERAL	\$ 235,749.21	\$ 194,558.72	\$ 0.00	\$ 430,307.93
020 - WATER	493,408.62	13,982.92	0.00	507,391.54
055 - LIGHT & POWER	943,124.98	4,549.00	0.00	947,673.98
056 - NATURAL GAS	87,854.42	4,020.67	0.00	91,875.09
057 - FIBER OPTIC	4,139.00	0.00	0.00	4,139.00
GRAND TOTAL	\$ 1,764,276.23	\$ 217,111.31	\$ 0.00	\$ 1,981,387.54

TOTAL CHECKS TO BE PRINTED 0

City Council Agenda Item Report

Submitted by: Efren Peregrina
Submitting Department: Finance/Treasury
Meeting Date: February 1, 2022

SUBJECT

Redevelopment Agency Obligation Retirement Account Warrant Register

Recommendation:

Approve Redevelopment Agency Obligation Retirement Account Warrant Register No. 63, for the period of November 21 through January 15, 2022 and consisting of ratification of electronic payments totaling \$7,000.00.

Background:

Section 2.13 of the Vernon Municipal Code indicates the City Treasurer, or an authorized designee, shall prepare warrants covering claims or demands against the City which are to be presented to City Council for its audit and approval. Pursuant to the aforementioned code section, the City Treasurer has prepared Redevelopment Agency Obligation Retirement Account Warrant Register No. 63 covering claims and demands presented during the period of November 21 through January 15, 2022, drawn, or to be drawn, from East West Bank for City Council approval.

Fiscal Impact:

The fiscal impact of approving Redevelopment Agency Obligation Retirement Account Warrant Register No. 63, totals \$7,000.00. The Finance Department has determined that sufficient funds to pay such claims/demands, are available in the respective accounts referenced on RDA Obligation Retirement Account Warrant Register No. 63.

Attachments:

1. [Redevelopment Agency Obligation Retirement Account Warrant Register No. 63](#)



**CITY OF VERNON
RDA OBLIGATION RETIREMENT ACCOUNT
WARRANT REGISTER NO. 63
FEBRUARY 1, 2022**

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: 1/26/2022

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
RDA OBLIGATION RETIREMENT ACCOUNT
WARRANT REGISTER NO. 63
FEBRUARY 1, 2022

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001413 - BLX GROUP, LLC	022.1022.594200	\$ 7,000.00	FY 2020 Annual Disclosure Report~	41994101121321		12/16/2021	46	\$ 7,000.00
TOTAL ELECTRONIC								<u>\$ 7,000.00</u>

CITY OF VERNON
RDA OBLIGATION RETIREMENT ACCOUNT
WARRANT REGISTER NO. 63
FEBRUARY 1, 2022

RECAP BY FUND

<u>FUND</u>	<u>ELECTRONIC TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>WARRANT TOTAL</u>	<u>GRAND TOTALS</u>
022 - VERNON REDEVELOPMENT AGENCY	\$ 7,000.00	\$ 0.00	\$ 0.00	\$ 7,000.00
GRAND TOTAL	\$ 7,000.00	\$ 0.00	\$ 0.00	\$ 7,000.00

TOTAL CHECKS TO BE PRINTED 0

City Council Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: February 1, 2022

SUBJECT

Recodification of City of Vernon Municipal Code

Recommendation:

Waive full reading, conduct second reading and adopt Ordinance No. 1277 adopting the 2021 Recodified and Republished Vernon Municipal Code.

Background:

At the January 18, 2022 Regular City Council Meeting, the Vernon City Council introduced and conducted first reading of Ordinance No. 1277 which adopts the 2021 Recodified and Republished Vernon Municipal Code.

The ordinance summary was posted on the City's website on January 19, 2022, and will be published pursuant to legal requirements.

Staff requests the City Council waive full reading of the ordinance, and conduct second reading and adopt Ordinance No. 1277.

Fiscal Impact:

The ordinance summary will be published pursuant to legal requirements. Adequate funds are available in the Publication/Advertisement Account No. 011.1003.550000.

Attachments:

1. [Ordinance No. 1277](#)
2. [Ordinance No. 1277 Proof of Publication](#)

ORDINANCE NO. 1277

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON ADOPTING THE 2021 RECODIFIED AND REPUBLISHED VERNON MUNICIPAL CODE

SECTION 1. Recitals.

- A. The City's Municipal Code (Code) was originally codified in 1959, with hundreds of supplements issued over the past sixty years.
- B. To improve its usefulness and clarity, the City selected a consultant to recodify the Code.
- C. Quality Code Publishing recodified and republished the Code in its entirety and will continue to periodically update the Code to incorporate new legislation.
- D. The fully recodified Vernon Municipal Code is now on file in the Office of the City Clerk for public inspection.

THE CITY COUNCIL OF THE CITY OF VERNON HEREBY ORDAINS:

SECTION 2. The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct and are a substantial part of this ordinance.

SECTION 3. The City Council of the City of Vernon hereby adopts the "Vernon Municipal Code", as compiled, edited and published by Quality Code Publishing, Seattle, Washington.

SECTION 4. Reference to specific ordinances. The provisions of this Code shall not in any manner affect matters of record which refer to or are otherwise connected with ordinances which are therein specifically designated by number or otherwise and which are included within the Code, but such reference shall be construed to apply to the corresponding provisions contained within this Code.

SECTION 5. Ordinances passed prior to adoption of the Code. The last ordinance included in this Code is Ordinance No. 1275, adopted March 2, 2021.

SECTION 6. Effect of Code on past actions and obligations. Adoption of this Code does not affect administrative actions or prosecutions for ordinance violations committed prior to the effective date of this Code, does not waive any fee or penalty due and unpaid on the effective date of this Code, and does not affect the validity of any bond or cash deposit posted, filed or deposited pursuant to the requirements of any ordinance.

SECTION 7. References to prior code. References in city forms, documents and regulations to the chapters and sections of the former city code shall be construed to apply to the corresponding provisions contained within this Code.

SECTION 8. Any provision of the Vernon Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 9. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 10. The City Clerk shall certify the adoption and publish this ordinance as required by law.

APPROVED AND ADOPTED this __ day of _____, 2022.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

CALIFORNIA NEWSPAPER SERVICE BUREAU

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LISA POPE
CITY OF VERNON CITY CLERK
4305 SANTA FE AVE
VERNON, CA 90058

PRE# 3547979

SUMMARY OF ORDINANCE No. 1277

Ordinance No. 1277 adopts the 2021 Recodified and Republished Vernon Municipal Code, which updates the 1959 Code to modernize it, render it consistent with current law and City practices, and eliminate obsolete references.

Ordinance No. 1277 was introduced by the Vernon City Council at a regular meeting on January 18, 2022. Second reading and adoption of the ordinance are scheduled for the Regular City Council meeting on February 1, 2022, at City Hall, 4305 Santa Fe Avenue, Vernon, California. The full text of Ordinance No. 1277 is on file in the City Clerk Department.

1/20/22

PRE-3547979#
HUNTINGTON PARK BULLETIN

COPY OF NOTICE

Notice Type: ORD ORDINANCE PUBLICATION

Ad Description

Ordinance 1277 - Introduction Summary

To the right is a copy of the notice you sent to us for publication in the HUNTINGTON PARK BULLETIN. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

01/20/2022

An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.



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City Council Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: February 1, 2022

SUBJECT

Mandatory Organic Waste Disposal Reduction Ordinance

Recommendation:

Waive full reading, and conduct second reading and adopt Ordinance No. 1278 adding Chapter 8.14 to the Vernon Municipal Code to regulate mandatory organic waste disposal reduction.

Background:

At the January 18, 2022 Regular City Council Meeting, the Vernon City Council introduced and conducted first reading of Ordinance No. 1278 which adds Chapter 8.14 to the Vernon Municipal Code to regulate mandatory organic waste disposal reduction.

The ordinance summary was posted on the City's website on January 19, 2022, and will be published pursuant to legal requirements.

Staff requests the City Council waive full reading of the ordinance, and conduct second reading, and adopt Ordinance No. 1278.

Fiscal Impact:

The ordinance summary will be published pursuant to legal requirements. Adequate funds are available in the Publication/Advertisement Account No. 011.1003.550000.

Attachments:

1. [Ordinance No. 1278](#)
2. [Ordinance No. 1278 Proof of Publication](#)

ORDINANCE NO. 1278

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON ADDING CHAPTER 8.14 TO THE VERNON MUNICIPAL CODE TO REGULATE ORGANIC WASTE DISPOSAL REDUCTION

SECTION 1. Recitals.

- A. Senate Bill 1383 (SB 1383) (Chapter 395, Statutes of 2016) directed the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025.
- B. SB 1383 also requires the regulations to recover, for human consumption, at least 20 percent of edible food that is currently thrown away.
- C. CalRecycle promulgated regulations as directed in SB 1383 in Chapter 12 (Short-Lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations.
- D. The SB 1383 Regulations take effect January 1, 2022, and require the City of Vernon to adopt an ordinance to enforce the SB 1383 Regulations by said date.
- E. The City Council desires to add an Organics Recycling Ordinance to comply with the SB 1383 Regulations.

THE CITY COUNCIL OF THE CITY OF VERNON HEREBY ORDAINS:

SECTION 2. The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct and are a substantial part of this ordinance.

SECTION 3. Chapter 8.14 is hereby added to the Vernon Municipal Code, to read as follows:

Chapter 8.14 MANDATORY ORGANIC WASTE DISPOSAL REDUCTION

Section 8.14.010 Definitions

The following definitions shall apply to the provisions of this article:

- (a) "Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
- (b) "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on City of Vernon.

-
- (c) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
 - (d) “City of Vernon Enforcement Official” means the City Administrator, or other executive in charge or their authorized Designee(s) who are responsible for enforcing this ordinance.
 - (e) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.
 - (f) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 3(rrr) and 3(sss) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
 - (g) “Compliance Review” means a review of records by the City of Vernon to determine compliance with this ordinance.
 - (h) “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
 - (i) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
 - (j) “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
 - (k) “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
 - (l) “C&D” means construction and demolition debris.

-
- (m) “Designated Source Separated Organic Waste Facility”, as defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:
- (1) The facility is a “transfer/processor,” as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.
 - (A) If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility”.
 - (2) The facility is a “composting operation” or “composting facility” as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5.
 - (A) If the percent of the material removed for landfill disposal that is Organic Waste is more than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility.” For the purposes of this ordinance, the reporting periods shall be consistent with those defined in 14 CCR Section 18815.2(a)(49).
- (n) “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

- (o) "Enforcement Action" means an action of the City of Vernon to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- (p) "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City of Vernon and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City of Vernon, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City of Vernon, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City of Vernon's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City of Vernon or its Designee for collection services.
- (q) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (r) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
- (s) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (t) "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and

- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

- (u) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- (v) “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (w) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (x) “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- (y) “Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics.
- (z) “Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Mixed Waste.
- (aa) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (bb) “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City of Vernon’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

-
- (cc) “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).
- (dd) “Inspection” means a site visit where a City of Vernon reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (ee) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.
- (ff) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.
- (gg) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (hh) “Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR Section 17402(a)(11.5).

- (ii) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (jj) “MWELO” refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.
- (kk) “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (ll) “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- (mm) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (nn) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (oo) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (pp) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (qq) “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

(rr) “Prohibited Container Contaminants”

- (1) Two-container (blue/gray) collection service for Source Separated Recyclable Materials and mixed materials): “Prohibited Container Contaminants” means the following: (i) discarded materials placed in a Blue Container that are not identified as acceptable Source Separated Recyclable Materials for City of Vernon’s Blue Container; (ii) discarded materials placed in the Gray Container that are identified as acceptable Source Separated Recyclable Materials, which are to be separately collected in City of Vernon’s Blue Container; and, (iii) Excluded Waste placed in any container.
- (ss) “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- (tt) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (uu) “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- (vv) “Regional Agency” means regional agency as defined in Public Resources Code Section 40181.
- (ww) “Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices as remote monitoring technology in collection containers or on collection vehicles to visualize the contents of Blue Containers and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.
- (xx) “Rendering Plant” means an establishment where one or more rendering materials are cooked, melted down, extracted, clarified, or otherwise processed to produce oil, tallow, grease, fertilizer, or animal feed. A rendering plant shall not include an establishment exclusively producing fats, oils, lard, or similar products for human consumption; nor any similar process in connection with, and incidental to, a slaughterhouse, abattoir, packing plant, or similar establishment producing food for human consumption.
- (yy) “Renewable Gas” means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

- (zz) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (aaa) “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (bbb) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (ccc) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (ddd) “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).
- (eee) “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.
- (fff) “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.

- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
 - (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
- (ggg) "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Mixed Waste or other Solid Waste for the purposes of collection and processing.
- (hhh) "Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).
- (iii) "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
- (jjj) "State" means the State of California.
- (kkk) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(III) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

(mmm) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

(nnn) “Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

- (ooo) “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

Section 8.14.020. Requirements for Single-Family Generators

Single-Family Organic Waste Generators shall comply with the following requirements:

- (a) Shall subscribe to City of Vernon’s Organic Waste collection services for all Organic Waste generated as described below in subsection (b). City of Vernon shall have the right to review the number and size of a generator’s containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City of Vernon. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (b) Shall participate in the City of Vernon’s Organic Waste collection service by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.
 - (1) Two-container collection service (Blue Container/Gray Container system)
 - (a) Blue Container/Gray Container: Generator shall place only Source Separated Recyclable Materials in a Blue Container. Generator shall place all other materials (Mixed Waste) in a Gray Container.

Section 8.14.030 Requirements for Commercial Businesses

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (a) Subscribe to City of Vernon’s two-container collection services and comply with requirements of those services as described below, except Commercial Businesses that meet the Self-Hauler Requirements in accordance with Section 8.14.080. City of Vernon shall have the right to review the number and size of a generator’s containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and Commercial Businesses shall adjust their service level for their collection services as requested by the City of Vernon.

- (b) Participate in the City of Vernon's Organic Waste collection service by placing designated materials in designated containers as described below.
 - (1) Two-container collection service (Blue Container/Gray Container system)
 - (A) Blue Container/Gray Containers: Generator shall place only Source Separated Recyclable Materials in a Blue Container. Generator shall place all other materials (Mixed Waste) in a Gray Container.
- (c) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Section 8.14.030(d)(1) and 8.14.030(d)(2) below) for employees, contractors, tenants, and customers, consistent with City of Vernon's Blue Container, and Gray Container collection service.
- (d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - (1) A body or lid that conforms with the container colors provided through the collection service provided by City of Vernon, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (e) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 8.14.030(d) pursuant to 14 CCR Section 18984.9(b).

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- (f) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City of Vernon's Blue Container, and Gray Container collection service.
 - (g) Excluding Multi-Family Residential Dwellings, monthly inspect Blue Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
 - (h) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Recyclable Materials.
 - (i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Recyclable Materials separate from Mixed Waste (when applicable) and the location of containers and the rules governing their use at each property.
 - (j) Provide or arrange access for City of Vernon or its agent to their properties during all Inspections conducted in accordance with Vernon Municipal Code Section 8.14.120 to confirm compliance with the requirements of this ordinance.
 - (k) Accommodate and cooperate with City of Vernon's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with Section 8.14.030(b). The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, and Gray Containers.
 - (l) At Commercial Business's option and subject to any approval required from the City of Vernon, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, and Gray Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, and Gray Containers subject to written notification to or approval by the City of Vernon.
 - (m) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
 - (n) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Vernon Municipal Code Section 8.14.050.

Section 8.14.040 Waivers for Generators**(a) De Minimis Waivers**

City of Vernon may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides written self-attestation and documentation that the business generates below a certain amount of Organic Waste material as described in Section 8.14.040(a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 8.14.040(a)(2) below.
- (2) Provide written self-attestation that either:
 - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
- (3) Notify City of Vernon if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
- (4) The Commercial Business shall recertify the de minimis waiver every 5 years, if City of Vernon has approved de minimis waiver.
- (5) The City of Vernon reserves the right to revoke a de minimis waiver at any time if the generator is found to be in violation of any section of this chapter.

(b) Physical Space Waivers

City of Vernon may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the Jurisdiction has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the

collection containers required for compliance with the Organic Waste collection requirements of Vernon Municipal Code Section 8.14.020 or 8.14.030.

A Commercial Business or property owner may request a physical space waiver through the following process:

- (1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lacks adequate space for Blue Containers including documentation from its hauler, licensed architect, or licensed engineer.
- (3) The Commercial Business or property owner shall recertify the physical space waiver every 5 years if City of Vernon has approved application for a physical space waiver.
- (4) The City of Vernon reserves the right to revoke a physical space waiver at any time if the generator is found to be in violation of any section of this chapter.

(c) Collection Frequency Waiver

City of Vernon, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the City of Vernon's two-container Organic Waste collection service to arrange for the collection of their Blue Container, Gray Container, or both once every fourteen days, rather than once per week.

- (d) The City of Vernon may provide additional waivers of the requirements of this chapter to the extent permitted by applicable law.
- (e) Review and approval of waivers will be the responsibility of the City of Vernon Enforcement Official, which may be the Director of Health and Environmental Control or their designated entity, legal counsel, or combination thereof.

Section 8.14.050. Requirements for Commercial Edible Food Generators

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this section commencing January 1, 2022 and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the

Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

- (c) Commercial Edible Food Generators shall comply with the following requirements:
- (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow City of Vernon's designated enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

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- (6) No later than December 31 of each year commencing no later than January 1, 2022 or Tier One Commercial Edible Food Generators and January 1, 2024 for Tier Two Commercial Edible Food Generators provide an annual Food Recovery report to the City of Vernon that includes the following information:
- (A) Records as specified in Section 8.14.090(c)(5) of this ordinance or as otherwise specified in 14 CCR Section 18991.4.
 - (B) Amount and type of Edible Food that was not accepted by Food Recovery Organizations or services for donation.
- (d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

Section 8.14.060 Requirements for Food Recovery Organizations and Services

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).
- (d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City of Vernon and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City of Vernon the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than January 1, of each calendar year.

Section 8.14.070 Requirements for Haulers and Facility Operators

- (a) Requirements for Haulers
- (1) Non-exclusive franchised haulers, Permitted haulers, or Licensed haulers providing residential, Commercial, or industrial Organic Waste collection services to generators within the City of Vernon's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City of Vernon to collect Organic Waste:
 - (A) Through written notice to the City of Vernon annually on or before December 31, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials, and Mixed Waste.
 - (B) Transport Source Separated Recyclable Materials, and Mixed Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - (C) Obtain approval from the City of Vernon to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a

manner that complies with 14 CCR Section 18989.1, Section 8.14.070 of this ordinance, and City of Vernon's C&D ordinance.

- (2) Non-exclusive franchised haulers, Permitted haulers, or Licensed haulers authorized to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, contract, or other agreement entered into with City of Vernon.
- (b) Requirements for Facility Operators and Community Composting Operations
- (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly owned treatment works shall, upon City of Vernon request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City of Vernon shall respond within 60 days.
 - (2) Community Composting operators, upon City of Vernon request, shall provide information to the City of Vernon to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City of Vernon shall respond within 60 days.

Section 8.14.080. Self-Hauler Requirements

- (a) Self-Haulers shall source separate all recyclable materials and Organic Waste generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- (b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- (c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the Jurisdiction. The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.

- (2) The amount of material in cubic yards or tons transported by the generator to each entity.
- (3) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 8.14.080.10(c) to City of Vernon if requested.
- (e) A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in Section 8.14.080.10(c) and (d).
- (f) In accordance with Vernon Municipal Code Section 8.12.060(H), Self-Haulers must obtain a permit from the City of Vernon prior to any self-hauling activities. Any applicant issued a Self-Hauler permit for Source Separated Recyclable Materials, Construction and Demolition, and/or Organic Waste found to be in violation of this ordinance, may have their self-hauler permit immediately and temporarily suspended, in accordance with Vernon Municipal Code Section 8.12.060(H)(9). If such a permit is suspended or revoked, and the applicant will be required to subscribe to solid waste and recycling services from the City's franchise waste haulers within five (5) days of the suspension or revocation. Failure to subscribe to solid waste and recycling services may result in penalties prescribed in accordance with Vernon Municipal Code Section 8.14.130.

Section 8.14.090. Compliance with CALGreen Recycling Requirements

- (a) The City of Vernon has adopted by reference the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, as set forth in Vernon Municipal Code Sec. 24.106 and 24.107. Persons applying for a permit from the City of Vernon for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City of Vernon. If the requirements of CALGreen are more stringent then the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to City of Vernon's building and/or planning code for complete CALGreen requirements.

Section 8.14.100. Model Water Efficient Landscaping Ordinance Requirements

- (a) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City of Vernon, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section 8.14.100.
- (b) The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this ordinance. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter I2.7.
- (c) Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 8.14.100 (a) above shall:
 - (1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - (A) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - (B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - (C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
 - (2) The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance

outlined in Section 8.14.100 (a) shall consult the full MWELO for all requirements.

- (d) If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires City of Vernon to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

Section 8.14.110. Procurement Requirements for City of Vernon Departments, Direct Service Providers, and Vendors

- (a) City of Vernon departments, and direct service providers to the City of Vernon, as applicable, must comply with the City of Vernon's Recovered Organic Waste Product Procurement Policy and Recycled-Content Paper Procurement Policy.
- (b) All vendors providing Paper Products and Printing and Writing Paper shall:
 - (1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items or at a total cost of no more than 5% of the total cost for non-recycled items.
 - (2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
 - (3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City of Vernon. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
 - (4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City of Vernon is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
 - (5) Provide records to the City of Vernon's Recovered Organic Waste Product procurement recordkeeping Designee, in accordance with the City of Vernon's Recycled-Content Paper procurement policy(ies) of all Paper

Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City of Vernon. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Section 8.14.110(b)(3) and 8.14.110(b)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

Section 8.14.120. Inspections and Investigations by City of Vernon

- (a) City of Vernon representatives and/or its designated entity are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City of Vernon to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with this chapter, City of Vernon may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with City's use of Remote Monitoring.
- (b) Any entity regulated under this chapter shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City of Vernon's employee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment, if applicable; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- (c) Any records obtained by the City of Vernon during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

- (d) City of Vernon representatives are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- (e) City of Vernon shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

Section 8.14.130. Enforcement

- (a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City of Vernon Enforcement Official. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City of Vernon's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City of Vernon may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City of Vernon may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City of Vernon staff and resources.
- (c) Responsible Entity for Enforcement
 - (1) Enforcement pursuant to this ordinance shall be undertaken by the City of Vernon Enforcement Official, which may be the city administrator or their designated entity, legal counsel, or combination thereof.
 - (A) City of Vernon Enforcement Official(s) will interpret ordinance; determine if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.
 - (B) City of Vernon Enforcement Official(s) may issue Notices of Violation(s).
- (d) Process for Enforcement
 - (1) City of Vernon Enforcement Officials will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 8.14.120 establishes City of Vernon's right to conduct Inspections and investigations.

- (2) City of Vernon may issue an official notification to notify regulated entities of its obligations under the ordinance.
- (3) For incidences of Prohibited Container Contaminants found in containers, City of Vernon will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 7 days after determining that a violation has occurred. If the City of Vernon observes Prohibited Container Contaminants in a generator's containers on more than three (3) occasion(s), within a calendar year, the City of Vernon may assess contamination processing fees or contamination penalties on the generator.
- (4) With the exception of violations of generator contamination of container contents addressed under Section 8.14.130(d)(3), City of Vernon shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City of Vernon shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the City of Vernon's requirements contained in Section 8.14.130(k), Table 1, List of Violations.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City of Vernon or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

(g) Compliance Deadline Extension Considerations

The City of Vernon may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 8.14.130 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City of Vernon is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City of Vernon's procedures in the City of Vernon's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City of Vernon will appoint a hearing officer who shall conduct the hearing and issue a written order.

(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City of Vernon will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City of Vernon determines that Organic Waste Generator, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by December 31, 2023 and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City of Vernon determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or

violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 8.14.130, as needed.

(k) Enforcement Table

Table 1. List of Violations

Requirement	Description of Violation
Commercial Business and Commercial Business Owner Responsibility Requirement	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with City of Vernon requirements and as outlined in this ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement	Organic Waste Generator fails to comply with requirements adopted pursuant to this ordinance for the collection and Recovery of Organic Waste.
Hauler Requirement	A hauler providing residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this ordinance.
Hauler Requirement	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the City of Vernon to haul Organic Waste as prescribed by this ordinance.
Hauler Requirement	A hauler fails to keep a record of the applicable documentation of its approval by the City of Vernon, as prescribed by this ordinance.
Commercial Edible Food Generator Requirement	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.

Requirement	Description of Violation
Commercial Edible Food Generator Requirement	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 8.14.090.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 8.14.060.

SECTION 4. Any provision of the Vernon Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 6. The City Clerk shall certify the adoption and publish this ordinance as required by law.

SECTION 7. This Ordinance shall become effective after the thirtieth day following its adoption.

APPROVED AND ADOPTED this __ day of _____, 2022.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

CALIFORNIA NEWSPAPER SERVICE BUREAU

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LISA POPE
CITY OF VERNON CITY CLERK
4305 SANTA FE AVE
VERNON, CA 90058

COPY OF NOTICE

Notice Type: ORD ORDINANCE PUBLICATION

Ad Description

Ordinance 1278 - Introduction Summary

To the right is a copy of the notice you sent to us for publication in the HUNTINGTON PARK BULLETIN. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

01/20/2022

An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

PRE# 3547982

SUMMARY OF ORDINANCE No. 1278

Ordinance No. 1278 adds Chapter 8.14 to the Vernon Municipal Code to Regulate Organic Waste Disposal Reduction pursuant to Senate Bill (SB) 1383, which requires all California jurisdictions to implement mandatory organic recycling programs aimed at single-family residential, multi-family residential, and commercial solid waste generators.

Ordinance No. 1278 was introduced by the Vernon City Council at a regular meeting on January 18, 2022. Second reading and adoption of the ordinance are scheduled for the Regular City Council meeting on February 1, 2022, at City Hall, 4305 Santa Fe Avenue, Vernon, California. The full text of Ordinance No. 1278 is on file in the City Clerk Department.

1/20/22

PRE-3547982#

HUNTINGTON PARK BULLETIN



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City Council Agenda Item Report

Submitted by: Cynthia Cano
Submitting Department: Public Works
Meeting Date: February 1, 2022

SUBJECT

Public Works Department Monthly Report

Recommendation:

Receive and file the December 2021 Building Report.

Background:

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

Fiscal Impact:

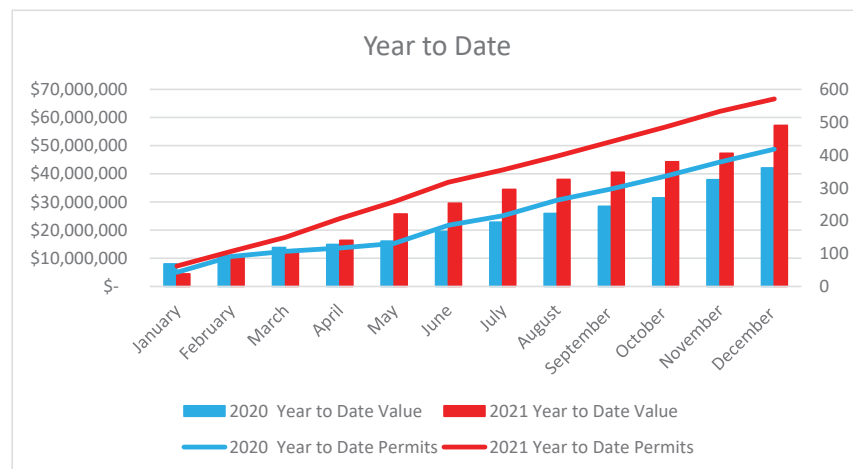
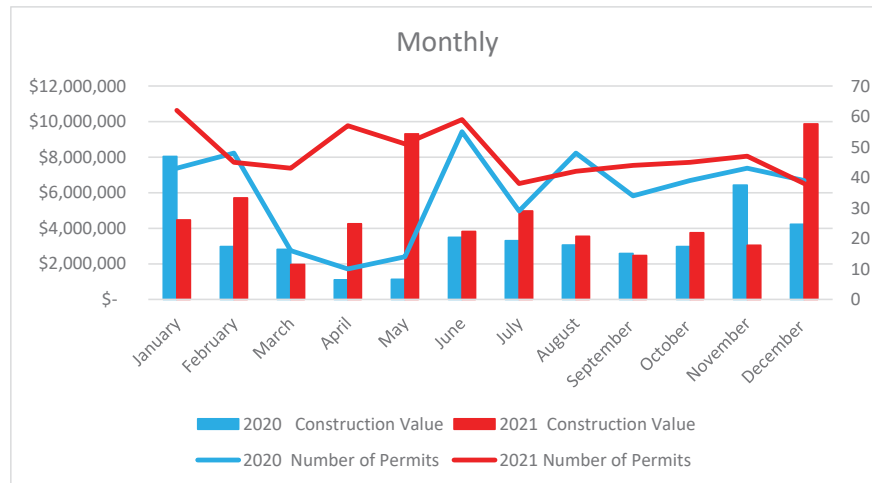
There is no fiscal impact associated with this report.

Attachments:

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

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

	2020				2021				Year to Date	
	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Permit Difference	Valuation Difference
January	\$ 8,046,145	43	\$ 8,046,145	43	\$ 4,464,611	62	\$ 4,464,611	62	44%	-45%
February	\$ 2,979,923	48	\$ 11,026,068	91	\$ 5,711,149	45	\$ 10,175,760	107	18%	-8%
March	\$ 2,808,127	16	\$ 13,834,195	107	\$ 1,966,225	43	\$ 12,141,985	150	40%	-12%
April	\$ 1,100,252	10	\$ 14,934,447	117	\$ 4,257,030	57	\$ 16,399,015	207	77%	10%
May	\$ 1,134,292	14	\$ 16,068,739	131	\$ 9,312,090	51	\$ 25,711,105	258	97%	60%
June	\$ 3,485,709	55	\$ 19,554,448	186	\$ 3,826,680	59	\$ 29,537,785	317	70%	51%
July	\$ 3,305,183	29	\$ 22,859,631	215	\$ 4,969,602	38	\$ 34,507,387	355	65%	51%
August	\$ 3,059,660	48	\$ 25,919,291	263	\$ 3,551,601	42	\$ 38,058,988	397	51%	47%
September	\$ 2,591,286	34	\$ 28,510,577	297	\$ 2,464,590	44	\$ 40,523,578	441	48%	42%
October	\$ 2,967,007	39	\$ 31,477,584	336	\$ 3,749,547	45	\$ 44,273,125	486	45%	41%
November	\$ 6,421,504	43	\$ 37,899,088	379	\$ 3,050,393	47	\$ 47,323,518	533	41%	25%
December	\$ 4,221,282	39	\$ 42,120,370	418	\$ 9,861,839	38	\$ 57,185,357	571	37%	36%





**City of Vernon
Building Department
Annual Report from 1/1/2021 to 12/31/2021**

Type	Value	# of Permits
Demolition	\$1,431,000.00	8
Electrical	\$7,886,263.00	159
Grading	\$3,057,500.00	3
Industrial - Addition	\$1,579,500.00	4
Industrial - New	\$4,669,628.00	1
Industrial - Remodel	\$8,990,178.00	64
Mechanical	\$15,696,489.30	69
Miscellaneous	\$8,449,779.73	168
Plumbing	\$2,345,681.24	72
Roof	\$2,932,838.00	22
Total Valuation	\$57,038,857.27	570
Total Fees Collected	\$861,209.31	
Certificate of Occupancy – New Buildings		3
Certificate of Occupancy – Existing Buildings		169



City of Vernon
Building Department
Monthly Report from 12/1/2021 to 12/31/2021

Type	Value	# of Permits
Electrical	\$1,010,805.00	8
Industrial - New	\$4,669,628.00	1
Industrial - Remodel	\$2,320,000.00	6
Mechanical	\$729,600.00	7
Miscellaneous	\$732,800.00	13
Plumbing	\$4,100.00	1
Roof	\$394,906.00	2
December 2021 TOTALS PERMITS:	\$9,861,839.00	38
PREVIOUS MONTHS TOTAL	\$47,323,518.30	533
YEAR TO DATE TOTAL	\$57,185,357.30	571
December 2020 TOTALS PERMITS:	\$4,221,282.00	39
PREVIOUS MONTHS TOTAL	\$37,899,088.00	379
PRIOR YEAR TO DATE TOTAL	\$42,120,370.00	418



City of Vernon
Building Department
Demolition Report - December 2021

None



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

4620 Seville Avenue
4620 Seville Avenue LLC
Warehouse and office building
58,480 S.F.



**City of Vernon
Building Department
Major Projects from 12/1/2021 to 12/31/2021
Valuations > 20,000**

Permit No.	Project Address	Tenant	Description	Job Value
Electrical				
B-2021-5063	4020 BANDINI BLVD APN 6304005005		Main plant R/M PIT Enclosure	650000
B-2021-5115	2955 LEONIS BLVD APN 6303021015		Wiring cold storage rooms	27505
B-2021-4511	4740 26TH ST APN 6332001004		Addition of 3,478 SF of Refrigeration Boxes to an existing industrial building	35000
B-2021-5027	5600 ALAMEDA ST APN 6308017040		500 kw generator installation project	283000
4	Record(s)			\$995,505.00
Industrial - New				
B-2021-4619	4620 SEVILLE AVE APN 6308002016		Proposed speculative warehouse and office building with a gross floor area of 58,480 S.F.	4669628
1	Record(s)			\$4,669,628.00
Industrial - Remodel				
B-2021-4815	2770 FRUITLAND AVE APN 6309026034		TI - cooler box	1000000
B-2021-4816	2760 FRUITLAND AVE APN		TI cooler box 14,195 production cooler, 1283ft wine cooler w ceiling and two 300ft print room	900000
B-2021-4547	3848 BANDINI BLVD APN 6304005017		Proposed J & M plant R/M pit enclosure	225000
B-2021-5082	2140 25TH ST APN 6302008007		TI Office and storage area part of lcoation new window, non bearing wall installation	25000
B-2021-4513	4740 26TH ST APN 6332001004		Addition of 3,478 S.F of Refrigeration Boxes to an existing industrial building.	150000
5	Record(s)			\$2,300,000.00
Mechanical				
B-2021-4959	2760 FRUITLAND AVE APN	Melissa's World Vari	Install refrigeration equipment for process room and wine room	320000
B-2021-4960	2080 49TH ST APN 6308015077		Refrigeration equipment and installation for cooler and freezer	260000
B-2021-5009	2250 52ND ST APN 6308016048		(3) HVAC Units and ductwork for warehouse space	42000
B-2021-5107	2955 LEONIS BLVD APN 6303021015		Install refrigeration equipment for expansion of existing cooler.	45600
B-2021-5037	4383 EXCHANGE AVE APN 6304021052		Upgrade ventilation system for ammonia engine room with (1) supply fan and (2) exhaust fans.	52000

5	Record(s)		\$719,600.00
Miscellaneous			
B-2021-4790	4310 BANDINI BLVD APN 6304004019	15 ton crane	400000
B-2021-4897	2050 49TH ST APN 6308015077	Bee Solution Network Installation of storage racks	100000
B-2021-5028	5600 ALAMEDA ST APN 6308017040	500 KW generator installation project	50000
B-2021-5016	4201 FRUITLAND AVE APN 6304027018	Sound attenuation wall at cyclone and justification of roof mounted cyclone ductwork support	75000
B-2021-4763	2300 52ND ST APN 6308016049	Storage racking	22000
5	Record(s)		\$647,000.00
Roof			
B-2021-5105	3220 26TH ST APN 6303002025	Clean roof of debris - lay 1/2" dens deck lay 60 MIL TPO mechanically fastened system over existing metal deck -	49406
B-2021-5097	4525 DISTRICT BLVD APN 6304020021	Tear off roof layers, install 1/2" CDX plywood, 28lb base sheet with app modified bitumen roofing system with pre-fabricated title 24 complint.	345500
2	Record(s)		\$394,906.00
22	Permit(s)	Total	\$9,726,639.00



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

Request for Inspection	10
Approved	8
Pending	574
Temporary Occupancies	16

**City of Vernon
Certificate of Occupancy
Applications Date From 12/1/2021 to 12/31/2021**

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
	C-2021-1833	3305 BANDINI BLVD APN 6303001005	Prepared Meals Co.	Warehouse and distribute frozen, refrigerated and dry goods.	885.00	20000
	C-2021-1835	4515 48TH ST APN 6304019010	JH Custom Cabinets Inc	Manufacturing of cabinets, showcases, display fixtures	885.00	8000
	C-2021-1836	5151 HELITROPE AV APN 6314002015	Hands Craft US, Inc.	Warehousing puzzles and toys	885.00	16540
	C-2021-1837	4501 50TH ST APN 6304017012	HK Pattern & Design Inc.	Cutting and garment cutting	885.00	18000
	C-2021-1838	2620 VERNON AVE APN 6308005014	Deluxity Inc	Storage and wholesale handbags	885.00	21600
	C-2021-1839	2734 46TH ST APN 6308002014	C. Luce	Office space for design & production	885.00	31360
	C-2021-1840	1937 VERNON AVE APN 6302017043	United Melon Distributors	Produce distribution	885.00	22120
	C-2021-1841	2764 LEONIS BLVD APN 6308002009	Leed Imports Inc	Warehouse; receiving and shipping of electronics	885.00	11861
	C-2021-1842	3748 26TH ST APN 5192030004	Italian Harvest Imports, Inc.	Storage for dry food importer	885.00	11286
	C-2021-1843	3317 50TH ST APN 6303026011	Engine-partsman	Wholesale and distribute goods	885.00	11840
Total for Certificate of Occupancy:					8,850.00	172,607.00
10	Permits(s)				Total Fees	8,850.00

City of Vernon
Certificate of Occupancy
Issued Date From 12/1/2021 to 12/31/2021

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
12/6/2021	C-2021-1646	4927 ALCOA AVE APN 6303025020	Rlah Fashion, Inc.	Warehousing and distribution of women's clothing & accessories	885.00	25267
12/6/2021	C-2021-1776	3817 SANTA FE AVE APN 6302015016	C. Luce Inc.	Warehousing and distribution of clothing	885.00	13265
12/6/2021	C-2021-1780	3305 VERNON AVE APN 6303006071	Mr. Gim Company	Office use only	385.00	100
12/6/2021	C-2021-1713	2242 49TH ST APN 6308015020	Mankyung Coporation	Warehouse of blanket	885.00	17318
12/6/2021	C-2021-1715	5275 DISTRICT BLVD APN 6314001903	URS Operations LLC	Warehousing and distribution of furniture	885.00	38622
12/9/2021	C-2021-1805	4900 50TH ST APN 6304011005	Socal Garment Works, LLC	Warehousing of miscellaneous storage	385.00	2100
12/9/2021	C-2018-1020	3187 BANDINI BLVD APN 6303001008	He Sales, Inc.	Warehousing and distribution of general merchandise	885.00	9729
12/9/2021	C-2021-1708	3280 26TH ST APN 6303002021	PIC Corporation	Warehousing and distribution of consumer products	1,046.00	51891
Total for Certificate of Occupancy:					6,241.00	158,292.00
8 Permits(s)					Total Fees Paid	6,241.00

City Council Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: February 1, 2022

SUBJECT

Amendment No. 2 to the Services Agreement with The Arroyo Group

Recommendation:

- A. Find that the proposed action is exempt under the California Environmental Quality Act (CEQA) review, because it is a continuing fiscal and 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. 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 Amendment No. 2 to the Services Agreement between the City of Vernon and The Arroyo Group, in substantially the same form as submitted, 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 not-to-exceed amount of \$93,000.

Background:

The good governance reforms in-part called for the full reform of the City's housing practices including the development of non-city owned housing. The Westside Mixed-Use Specific Plan builds the foundation for the creation of a vibrant community that will include the development of privately-owned housing.

At its October 6, 2020 meeting, the Vernon City Council approved and authorized an agreement with The Arroyo Group (TAG) to prepare the Westside Mixed-Use Specific Plan and Program EIR. During the past year, TAG has been performing baseline studies, updating the Housing Element, analyzing transportation enhancements, conducting one-on-one interviews with key stakeholders, identifying and studying catalytic site development, and holding meetings with the Stakeholders Advisory Committee. The one-on-one interviews and the Stakeholder Advisory Committee meetings brought to light additional stakeholder's concerns that were not contemplated at the time the original agreement was drafted and subsequently were not included in the agreement's original scope of work nor were these items in the additional scope of work included in Amendment No. 1. While labor intensive, the tasks in Amendment No. 2 are not a significant expansion or significant addition to the original scope of work.

The items excluded from the original agreement and from Amendment No. 1 contained in the proposed Amendment No. 2 with TAG and are summarized below:

- Decision Maker Education and Engagement - including a thorough presentation explaining the key concepts and analyses behind the project for Councilmembers. Topics covered will include an overview of the project and its rationale, the methods in which opportunities and challenges were identified, proposed catalytic site developments

and land uses, proposed transportation enhancements, etc.

- City Council Study Session - Consultant conduct a study session with the Council.
- Vernon Truck Corridor Conceptual Design Documentation - Traffic analysis undertaken as part of the Westside Specific Plan has demonstrated that a major portion of the truck trips currently along Santa Fe Avenue can be successfully diverted to the proposed Vernon Truck Corridor along Alameda East). Previous presentations focused on the intersection at Vernon Avenue, but in order to undertake the necessary traffic modeling, Consultant's engineering and design team had to think through the conceptual designs of the 38th Street, 55th Street, and Slauson Avenue intersections, and choose the most effective signal phasing and timing for every intersection along the Corridor. The proposed task documents that work for the full length of the Corridor and, together with the results of the traffic modeling, will prepare a single comprehensive report in the detail necessary for the City of Vernon to present the proposal to the City of Los Angeles for its concurrence, and then to initiate final engineering design for the project. The document will also serve to demonstrate the robustness of the analyses for stakeholders skeptical about the project's ability to adequately serve the Westside.
- Enhanced Westside Specific Plan Summary & Renderings - This task is to prepare the Summary of the Plan in a manner that can be published separately in full color by the City and distributed to the Stakeholders Advisory Committee and other members of the general public, to property owners within the City, and to developers whom the City wishes to attract. The included three dimensional renderings of the intended future of the Westside, will lead to a greater understanding and acceptance of the specific plan.
- Capital Improvements Plan- cost estimates for envisioned infrastructure projects, in order to incorporate in the fiscal analysis, Specific Plan and implementation strategy.

Fiscal Impact:

The cost of Amendment No. 2 with TAG is \$93,000. The cost of previously approved Amendment No.1 is \$65,830 and the cost of the original agreement is \$545,890, equating to a combined total of \$704,720. The agreement spans three fiscal years with the Fiscal Year 2020-21 Budget for General Fund Account 1041 including \$390,000 for this work, and the Fiscal Year 2021-22 Budget including \$480,000 for this work. Sufficient funds will be included accordingly in the budget for FY 2022-23.

Attachments:

1. [Amendment No. 2 The Arroyo Group](#)
2. [Amendment No. 1 The Arroyo Group](#)

**AMENDMENT NO. 2 TO THE SERVICES AGREEMENT BETWEEN THE CITY OF
VERNON AND THE ARROYO GROUP FOR PREPARATION OF THE WESTSIDE
SPECIFIC PLAN AND PROGRAM EIR**

This Amendment (Amendment No. 2) to that certain Agreement for preparation of the Westside Specific Plan and Program Environmental Impact Report (Agreement), is made as of February 1, 2022, by and between the City of Vernon, a California charter city and municipal corporation (City), and The Arroyo Group, a California corporation (Contractor).

WHEREAS, the City and Contractor are parties to a written Agreement dated October 6, 2020, under which Contractor is preparing a Mixed-Use Specific Plan, an Environmental Impact Report, and related updates to the City's General Plan; and

WHEREAS, in light of additional required work, the City and Contractor desire to amend the Agreement to increase Contractor's maximum compensation amount by an additional Ninety-Three Thousand Dollars (\$93,000). A copy of the Contractor's proposal for the additional scope of work is dated January 4, 2022, and attached hereto as Exhibit A-1.

NOW, THEREFORE, the parties to this Amendment No. 2 agree as follows:

1. In consideration of the additional scope of work included in Exhibit A-1, Section 5.2 of the Agreement shall be amended to increase the Contractor's grand total compensation to an amount not-to-exceed Seven Hundred Four Thousand Seven Hundred Twenty Dollars (\$704,720.00).

2. Except as expressly modified by this Amendment No. 2, all provisions of the Agreement shall remain in full force and effect.

3. The provisions of the Agreement and this Amendment No. 2 shall constitute the entire contract of the parties with respect to the subject matter included in this Amendment No. 2 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 2.

4. The person or persons executing this Amendment No. 2 on behalf of each of the parties warrants and represents that he or she has the authority to execute this Amendment No. 2 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 2 as of the date stated in the introductory clause.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY OF VERNON a California charter city
and municipal corporation

The Arroyo Group, a California corporation

By: _____
Carlos Fandino, City Administrator

By: _____
Name: _____
Title: _____

ATTEST:

Lisa Pope, City Clerk

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Zaynah N. Moussa,
Interim City Attorney

EXHIBIT A-1

ADDITIONAL SERVICES PROPOSAL

Decision Maker Education and Engagement

While the currently scoped outreach process has focused on stakeholders, stakeholder feedback has revealed that it is important to educate and engage with the entire Council, as ultimate decision makers, through the Specific Plan process.

- **Presentation Preparation** - The Arroyo Group + LOHA Team will prepare a thorough presentation explaining the key concepts and analyses behind the project for City Councilmembers. This presentation will be prepared at a similar level of effort to those created for previous Stakeholders Advisory Committee meetings. Topics covered will include an overview of the project and its rationale, the methods in which opportunities and challenges were identified, proposed catalytic site developments and land uses, proposed transportation enhancements, etc. The presentation will be prepared to use at interviews or Council study session. If both activities are undertaken, The Arroyo Group + LOHA Team will update the presentation between activities free of charge.
- **City Council Study Session** - The Arroyo Group + LOHA Team will structure and deliver a study session with the Council. The Arroyo Group will be supported by the appropriate subconsultants to answer questions from the Council.

Vernon Truck Corridor Conceptual Design Documentation

Traffic analysis undertaken as part of the Westside Specific Plan has demonstrated that a major portion of the truck trips currently along Santa Fe Avenue can be successfully diverted to the Vernon Truck Corridor (proposed new name for Alameda East). The presentation focused on the intersection at Vernon Avenue, but in order to undertake the necessary traffic modeling, our engineering and design team had to think through the conceptual designs of the 38th Street, 55th Street, and Slauson Avenue intersections, and choose the most effective signal phasing and timing for every intersection along the Corridor. This proposal would document that work for the full length of the Corridor and, together with the results of the traffic modeling, prepare a single report in the detail necessary for the City of Vernon to present the proposal to the City of Los Angeles for their concurrence, and then to initiate final engineering design for the project. The document can also serve to demonstrate the robustness of the analyses for stakeholders who are skeptical about the project's ability to adequately serve the Westside.

The report will include the following:

- **Descriptive Text**: Text explaining the purpose and process of the study, and pointing out particularly important aspects of the proposed preliminary design and traffic controls.
- **Geometrics**: Preliminary design drawings for the full length of the Vernon Truck Corridor and all of its intersections from 25th Street to Slauson Avenue, such as to accommodate the through and turning movements of the largest trucks currently serving the City. Included will be required lane widths, turn pocket lengths, signal setback from intersections, pedestrian crosswalks and other factors necessary to facilitate all anticipated truck volumes and movements.
- **Traffic Signals**: Traffic signal phasing and timing directives for every intersection.
- **Recommended Signage**: Proposed new signage along the Vernon Truck Corridor and along S. Alameda Street necessary to facilitate usage of the Corridor by trucks serving businesses in the City of Vernon.

- Traffic Projections: Projected traffic volumes and delays at intersections once the plan is implemented, incorporated from the work already completed for the Westside Specific Plan.

Enhanced Westside Specific Plan Summary & Renderings

Throughout our body of work, we have found that when three dimensional renderings are included, members of the public, stakeholders, and decision-makers are better able to imagine the intended future of their community, leading to their greater understanding and acceptance of the plan. This is especially key in Vernon, as the intended future looks very different from anything existing in the City currently.

This proposal is to prepare the Summary of the Plan (the first chapter of our final report) in a manner in which it can be published separately in full color by the City and distributed to the Stakeholders Advisory Committee and other members of the general public, to property owners within the City, and to developers whom the City wishes to attract. It would include two photorealistic renderings, showing in three dimensions the proposed character and ambiance of Vernon Plaza (an enhanced present Civic Center Plaza, full of relaxed residents and employees, surrounded by small coffee shops and stores, with new residential buildings in the background) and Santa Fe South (a calmer area suitable for modern living and working, with active sidewalks, curbside parking, protected bicycle lanes, and lovely street trees). If desired, a third rendering could be produced, showing Santa Fe North (a dynamic area with improved streetscape, curbside parking, attractive landscaping, and active sidewalks and building frontages).

We anticipate that the Summary would be about 18 to 20 pages in length, and would be the first chapter in our final report. It will present the Vision, describe the community outreach process through the Stakeholders Advisory Committee, and summarize in text and images the traffic plan, and the district plans for Santa Fe North, City Center, and Santa Fe South. The entire plan will be depicted in a composite Westside axonometric drawing.

Capital Improvements Plan

We will engage a cost estimator to provide cost estimates for envisioned infrastructure projects, in order to incorporate in the fiscal analysis, Specific Plan and implementation strategy.

BUDGET

We estimate that the analyses and deliverables described above will require a not-to exceed budget \$93,000.00.

**AMENDMENT NO. 1 TO THE SERVICES AGREEMENT BETWEEN THE CITY OF
VERNON AND THE ARROYO GROUP FOR PREPARATION OF THE WESTSIDE
SPECIFIC PLAN AND PROGRAM EIR**

This Amendment (“Amendment No. 1”) to that certain Agreement for preparation of the Westside Specific Plan and Program Environmental Impact Report (the “Agreement”), is made as of April 6, 2021, by and between the City of Vernon, a California charter city and municipal corporation (the “City”), and The Arroyo Group, a California corporation (“Contractor”).

WHEREAS, the City and Contractor are parties to a written Agreement dated October 6, 2020, under which Contractor is preparing an Environmental Impact Report for the Westside Specific Plan and Program; and

WHEREAS, in light of additional required work, the City and Contractor desire to amend the Agreement to increase Contractor’s maximum compensation amount by an additional Sixty-Five Thousand Eight Hundred and Thirty Dollars (\$65,830.00). A copy of the Contractor’s proposal for the additional scope of work is dated March 25, 2021, and attached hereto as Exhibit A-1.

NOW, THEREFORE, the parties to this Amendment No. 1 agree as follows:

1. In consideration of the additional scope of work included in Exhibit A-1, Section 5.2 of the Agreement shall be amended to increase the Contractor’s grand total compensation to an amount not-to-exceed Six Hundred Eleven Thousand Seven Hundred Twenty Dollars (\$611,720.00).

2. Except as expressly modified by this Amendment No. 1, all provisions of the Agreement shall remain in full force and effect.

3. The provisions of the Agreement and this Amendment No. 1 shall constitute the entire contract of the parties with respect to the subject matter included in this Amendment No. 1 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 1.

4. The person or persons executing this Amendment No. 1 on behalf of each of the parties warrants and represents that he or she has the authority to execute this Amendment No. 1 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 1 as of the date stated in the introductory clause.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY OF VERNON a California charter city
and municipal corporation

By: _____
Carlos Fandino, 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-1

ADDITIONAL SERVICES PROPOSAL

VERNON WESTSIDE SPECIFIC PLAN FISCAL ANALYSIS PROPOSAL

The purpose of this analysis is to estimate the impacts of a catalytic project or the proposed specific plan land use plan on the fiscal condition of the City of Vernon (“City”).

PROPOSED SCOPE OF WORK

The following details the proposed scope of work. Technical work will be conducted by HR&A, with management, guidance and quality control provided by The Arroyo Group.

Task 8.1. Fiscal Impact Analysis Model

HR&A will create a fiscal model including the following elements:

City Revenues. HR&A will include City tax revenues such as property taxes, sales and use tax, utility users tax, franchise fees, transient occupancy tax, business taxes, and certain other miscellaneous taxes. We typically do not include City fees and other charges related to planning permit processing, construction permits and mitigation fees in a net fiscal impact analysis, because these charges are supposed to be set at prices that directly offset City costs, and therefore do not represent new revenues to the City. The revenue items in the fiscal analysis will be projected using special models and a series of “demand drivers” and pro-rata shares, based on population, dwelling units, and employment though the use of “equivalent” dwelling units or other planning factors.

City Service Costs. HR&A will then estimate the *average* annual costs for the City to provide public services to the subject site or each component of the specific plan using a form of per-capita costing – i.e., expressing relevant categories of City service costs on a per-person basis, and then multiplying the resulting cost factors by the number of all employees, expressed as “resident equivalents,” based on the average time they are present in the City, plus new residents, if applicable. Netting out the costs of City services delivered to the Vernon Westside Specific Plan area at build out from the tax revenues associated with revenues yields the true “bottom line” for the City’s treasury.

Task 8.2. Comparative Catalytic Site Analysis

HR&A will utilize the fiscal impact model created in Task 1 to estimate the net fiscal impact (revenues minus City service costs) for one catalytic project prototype, which will be developed by the project team. The net fiscal impact analysis of the catalytic site will then be compared to either the existing use on the selected opportunity site, or if the existing use is not appropriately representative of typical uses throughout the specific plan area or City, a hypothetical existing

use prototype will be developed. The purpose of this analysis will be to compare the net fiscal impact of a hypothetical proposed project with the net fiscal impact of a typical existing site use. The results of the net fiscal impact analysis and associated assumptions will be summarized in a Briefing Book. The Briefing Book will graphically present findings, conclusions and a summary of methodology, with narrative description as needed. A draft Briefing Book will be finalized after considering any comments from the City and project team. Our proposed budget includes preparation of the draft Briefing Book and one round of revisions to reflect editing or other minor changes in response to client comments.

Task 8.3. Additional Catalytic Site Analyses

HR&A can perform additional comparative catalytic site analyses for additional opportunity sites or prototypes beyond the analysis performed in Task 2. The results of these additional analyses will be summarized in the Briefing Book created in Task 2.

Task 8.4. Specific Plan Land Use Scenario Analysis

HR&A can conduct a net fiscal impact analysis of the specific plan land use scenario as developed by the project team. As with the catalytic site analysis, the net fiscal impact of the specific plan land use scenario can be compared to the existing land makeup of the specific plan area. The results of this analysis will be summarized in the Briefing Book created in Task 2.

BUDGET

We estimate that the analyses and deliverables described in Tasks 1 and 2 above will require a not-to exceed budget of \$26,000, detailed by task below. The budget to complete the optional tasks is also detailed below but may be refined based on discussion with the Project Team.

Task 8.1. Fiscal Impact Analysis Model	\$14,500
Task 8.2. Comparative Catalytic Site Analysis	\$11,500
Task 8.3. Additional Catalytic Site Analyses (per site)	\$8,000
Task 8.4. Specific Plan Land Use Scenario Analysis	\$10,000
Total Fee	\$44,000

Traffic Analysis Scope of Work

Task 8.5 – Origin-Destination Data

Iteris will obtain 3rd party origin-destination data, from Streetlight Data, along Santa Fe Avenue within the study area. The data will assist the project team in determining the general composition of vehicular traffic (passenger vehicles vs. heavy vehicles) and where traffic along Santa Fe Avenue originates from and is destined to (pass-through vs. Vernon-specific traffic). The data will be provided for a time period before the Covid-19 pandemic (likely 2019) and will be broken down by a.m. and p.m. peak periods. The results of the origin-destination data collection will be summarized in a technical memorandum for use by the project team.

Task 8.6 – Traffic Modeling/Volume Development

Iteris will evaluate the impact of restricting truck traffic along Santa Fe Avenue. Iteris will utilize the Southern California Association of Governments (SCAG) travel-demand model to assess the volume of traffic shifting to adjacent routes such as Alameda Street (East and West) and Pacific Boulevard. The impact to the City of Huntington Park will also be assessed.

Task 8.7 – Traffic Impact / Alternatives Analysis

Iteris will prepare a focused traffic analysis to document the potential level of service (LOS) impacts of project concepts at up to five (5) key signalized intersections in the study area in both existing and future year conditions. It is anticipated that previous/historical traffic count data will be acquired from the City for use in the analysis. Utilizing the traffic counts, the traffic analysis will highlight the locations with the highest traffic volumes, directional patterns in the a.m. and p.m. peak hours, and any current deficiencies in traffic operations. The analysis will also consist of testing feasibility of enhanced cross sections and intersection designs developed by the project team. Iteris will coordinate with the City of Vernon and potentially the City of Los Angeles to acquire traffic signal timing data at the key intersections being evaluated.

Task 4.1 – CEQA Documentation Replaces previous scope under Task 4.1f (Traffic)

Iteris will prepare a CEQA Transportation Analysis of the proposed project's preferred alternative, utilizing Vehicle Miles Traveled (VMT) as the performance metric, in order to satisfy new CEQA requirements. The analysis will evaluate the potential screening of the project as well as document the project's VMT per service population using the latest version of the SCAG model. The analysis will address the checklist items included in Section 15064.3 of the current CEQA guidelines (Appendix G).

Meetings/Outreach

Iteris will participate in stakeholder/public outreach meetings to describe traffic analysis and data results. This scope of work assumes participation/presentation in up to two (2) outreach meetings.

COST

Task 8.5: Origin-Destination Data (data)	\$6,000
Task 8.5: Origin-Destination Data (labor)	\$5,530
Task 8.6: Traffic Modeling/Volume Development	\$6,350
Task 8.7: Traffic Impact/Alternatives Analysis	\$11,340
Task 4.1: CEQA Documentation	\$5,825
<u>Meetings/Outreach</u>	<u>\$1,720</u>
Total	\$36,765
<u>Less: Original Traffic Analysis Budget</u>	<u>(\$14,995)</u>
Additional Traffic Analysis Budget Requested	\$21,770
<u>Restructuring of Budget - Tasks 2, 3 & 5</u>	<u>\$60</u>
Total Additional Budget	\$21,830

City Council Agenda Item Report

Submitted by: Veronica Petrosyan

Submitting Department: Health and Environmental Control Department

Meeting Date: February 1, 2022

SUBJECT

Agreement Accepting the Assignment of the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection

Recommendation:

Approve and authorize the agreement accepting the assignment of the non-exclusive franchise agreement for commercial solid waste collection of CalMet, Inc. / Metropolitan Waste Disposal, between the City of Vernon, CalMet, Inc. / Metropolitan Waste Disposal, and Arakelian Enterprises, Inc. DBA Athens Services.

Background:

Effective January 1, 2015, CalMet, Inc. and Athens Services entered into a non-exclusive franchise agreement for commercial solid waste collection with the City of Vernon, as approved through Ordinance No. 1226. On December 9, 2021, the City received notification that Athens Services has entered into an agreement with CalMet, Inc. to acquire all, or substantially all, of the CalMet, Inc. assets. A detailed transition plan will be developed to ensure a seamless integration of CalMet, Inc.'s customer base into Athens Services. Since Athens Services currently provides solid waste collection services in the City and is in compliance with the requirements of the non-exclusive franchise agreement, the Department of Health and Environmental Control (DHEC) believes Athens Services has the capability to provide comparable service as that currently being provided by CalMet, Inc. The DHEC recommends the approval of the agreement accepting the assignment of the non-exclusive franchise agreement for commercial solid waste collection.

Section 15.1 of the current non-exclusive franchise agreement allows the City to consider this assignment and the City Council has unfettered discretion to approve or deny such an assignment. The agreement accepting the assignment of the non-exclusive franchise agreement for commercial solid waste collection has been approved as to form by the Office of the City Attorney.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. Notice of Assignment
2. Assignment Agreement of CalMet, Inc. to Arakelian Enterprises, Inc. dba Athens Services
3. CalMet, Inc. Metropolitan Waste Disposal Agreement
4. Athens Disposal Company Inc., Agreement

December 9, 2021

VIA EMAIL AND CERTIFIED MAIL

City of Vernon
Daniel Wall, Director of Public Works
4305 South Santa Fe Avenue
Vernon, California 90058
dwall@ci.vernon.ca.us

Re: Notice of Assignment of that certain Non-Exclusive Franchise Agreement for Commercial Solid Waste Handling Services effective January 1, 2015, including any duly executed amendments thereto, between the City and CalMet Services, Inc. / Metropolitan Waste Disposal ("Agreement")

Dear Daniel:

On behalf of Arakelian Enterprises, Inc. dba Athens Services ("Athens"), we are pleased to announce that we entered into an agreement dated as of November 18, 2021 to acquire all or substantially all of the assets of CalMet Services, Inc. ("CalMet") along with its affiliate business, Paramount Resource Recycling ("Transaction"). We are confident that the City and its constituents will be pleased with the exceptional service Athens will provide.

Athens Services is a fourth-generation, family-owned waste collection and recycling company based in Los Angeles County. We are built on an unwavering commitment to service, employees, and the environment. At heart we provide environmental services, diverting materials toward recycling, reusing and composting whenever possible, thanks to cutting-edge technology and our dedicated team. Founded in 1957 with just two trucks, Athens has grown to be the largest privately held environmental services firm in Southern California, serving more than 50 communities. We offer unmatched service to our customers while giving back generously to support the areas where we operate.

The Transaction will combine locally owned, family-driven companies that have been fixtures in the Southern California waste collection and recycling industry for a combined 100 years. Our businesses are committed to providing superb customer service and embracing environmental stewardship, with the goal of achieving a zero-waste future. By joining forces, we will be able to provide even better service to our customers while providing significant benefits to our employees and the communities we serve. We are available to share additional information concerning the Transaction.

As a next step, we will develop a detailed transition plan to ensure a seamless integration of our businesses. This integration includes continuous employment for all former CalMet employees. Since Athens already holds a franchise in the City, we plan to simply transition customers from CalMet to Athens, allowing CalMet's franchise to lapse. However, in order to avoid any potential confusion, and in the interests of transparency, Athens requests that the City countersign this letter agreement to indicate your acknowledgement below. We respectfully request that the City respond by *January 7, 2022*.

Relationships with municipal partners are extraordinarily important to Athens. We have built our business on a foundation of strong, collaborative partnerships in all the communities where we operate. We are committed to building and maintaining an excellent partnership with the City of Vernon. That's the Athens Way. If you have any

questions or wish to learn more, please contact me at your convenience at gclifford@athensservices.com or call me at 626-705-6919.

Sincerely,



Gary Clifford
Executive Vice President

cc: J.B. D'Souza, CalMet Services, Inc.

Acknowledged and agreed
this ____ day of _____, 20__:

CITY OF VERNON

By: _____

Name: _____

Title: _____

**AGREEMENT ACCEPTING THE ASSIGNMENT OF THE NON-EXCLUSIVE
FRANCHISE AGREEMENT FOR COMMERCIAL SOLID WASTE COLLECTION
OF CALMET, INC. / METROPOLITAN WASTE DISPOSAL, BETWEEN THE CITY
OF VERNON, CALMET, INC./METROPOLITAN WASTE DISPOSAL, AND
ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES**

This Agreement (“Agreement”) is made as of February 1, 2022, by and between the City of Vernon, a California charter city and municipal corporation (the “City”), and Calmet, Inc. / Metropolitan Waste Disposal, a California corporation (CalMet) and Arakelian Enterprises, Inc. dba Athens Services, a California corporation (Athens).

WHEREAS, effective January 1, 2015, CalMet executed a Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection (Franchise Agreement); and

WHEREAS, on December 9, 2021, Athens notified the City that CalMet had entered into an agreement to sell substantially all of its assets to Athens (the Transaction), and requested in writing to formally assign the Franchise Agreement to Athens in connection with the Transaction; and

WHEREAS, the City, CalMet and Athens desire to enter into an agreement accepting the assignment of the Franchise Agreement.

NOW, THEREFORE, the parties to this Agreement agree as follows:

1. This Agreement accepting the assignment of the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection to Athens is effective as of the closing of the Transaction. Athens will provide at least two business days’ prior written notice of the closing date of the Transaction.
2. Except as expressly modified by this Agreement for assignment, all provisions of the Franchise Agreement shall remain in full force and effect, and Athens agrees to be bound by all terms and conditions of the Franchise Agreement.
3. The person or persons executing this Agreement on behalf of each of the parties warrants and represents that he or she has the authority to execute this Agreement on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date stated in the introductory clause.

CITY OF VERNON a California charter city
and municipal corporation

By: _____
Carlos Fandino, City Administrator

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Zaynah N. Moussa,
Interim City Attorney

Calmet, Inc. / Metropolitan Waste Disposal,
a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Arakelian Enterprises, Inc. dba Athens
Services, a California corporation

By: _____
Name: _____
Title: _____


By: _____
Name: _____
Title: _____

CITY CLERK'S OFFICE

INTEROFFICE MEMORANDUM

DATE: December 22, 2014

TO: Leonard Grossberg, Director of Health & Environmental Control

FROM: Deborah Juarez, Records Management Assistant 

RE: Ordinance No. 1226 - Solid Waste Non-Exclusive Franchise Agreement – Calmet, Inc. –
Metropolitan Waste Disposal - January 1, 2015

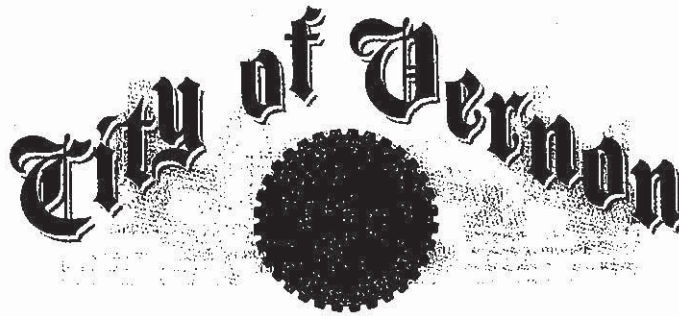
Please find enclosed for your transmittal to the appropriate party, one fully executed original agreement which was approved through Ordinance No. 1226, by City Council on November 4, 2014. The City Clerk's Office has retained an original for the file.

Please ensure that a copy of the transmittal correspondence is sent to my attention.

Thank you.

Enclosure

c: Ordinance No. 1226
Agreement No. 14-100



HEALTH & ENVIRONMENTAL CONTROL DEPARTMENT

Leonard Grossberg, Director / Health Officer
4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811
December 23, 2014

Calmet / Metropolitan Waste Disposal
17202 Petterson Lane
Paramount, CA 90723
Attn: Bill Kalpakoff

Subject: City of Vernon Standard Non-Exclusive Franchise Agreement for Solid Waste Management Services with Calmet / Metropolitan Waste Disposal

Dear Mr. Kalpakoff:

Attached are your firm's signed original of the subject Agreement, and a blank copy of a Quarterly Solid Waste Report. Please secure the Agreement such that you may refer to it in the future to confirm its exact terms. Also, please attach to the Agreement any notices you receive which amend the Agreement, according to the provisions described within it. Please make copies of the report form as you may need them for future reporting. Alternatively, you may log onto the City's website at www.cityofvernon.org, and look under Environmental Health forms for an electronic version.

Please contact this office at 323-583-8811 if you have any questions or require further clarification.

Sincerely,

Leonard Grossberg, M.P.A., R.E.H.S.
Director/Health Officer

Enclosures: Non-Exclusive Franchise Agreement

9cLG:K/Leonards/SOLID WASTE/Franchise hauler permits/5 year renewals/Agreement letters/ Calmet / Metropolitan Waste Disposal.doc

Exclusively Industrial

RECEIVED

DEC 16 2014

HEALTH
DEPARTMENT

AGREEMENT

BY AND BETWEEN

CITY OF VERNON

AND

CALMET, INC. / METROPOLITAN WASTE DISPOSAL

FOR

**NONEXCLUSIVE FRANCHISE AGREEMENT FOR COMMERCIAL
SOLID WASTE COLLECTION**

EFFECTIVE January 1, 2015

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AGREEMENT

This Nonexclusive Franchise Agreement ("Agreement") is entered into to be effective as of the 1st day of January 2015, by and between the City of Vernon, a California charter City and California municipal corporation ("City") and CALMET, INC. /

METROPOLITAN WASTE DISPOSAL, ("Franchisee") (collectively, the "Parties") to provide for commercial solid waste handling services within the City.

RECITALS:

A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all solid waste within their jurisdictions.

B. Pursuant to California Public Resources Code Section 40059(a), the City Council of the City has determined that entering into a nonexclusive franchise for commercial Solid Waste Handlings Services within the City limits is in the best interest of City to comply with AB 939 while at the same time fostering competition.

C. City and Franchisee are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of Solid Waste, including AB 939, AB 341, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Franchisee desire to leave no doubts as to their respective roles, and to memorialize that by entering into this Agreement, City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Franchisee, not City, who is "arranging for" the collection, transport for disposal, composting, and recycling of municipal Solid Waste in the City which may contain hazardous substances. City and Franchisee understand and agree that it is Franchisee, and not City, who will arrange to collect Solid Waste, that City has not, and, by this Agreement does not, instruct Franchisee on its collection methods, nor supervise the collection process, nor do the Parties intend to place title to such Solid Waste in City, but rather intend that whatever, if any, title in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Franchisee, and further that if Franchisee gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement. By entering this Agreement City and Franchisee further desire to confirm that Franchisee has agreed to indemnify the City in connection with any claims relating to the inadvertent or intentional collection, transportation and/or disposal of hazardous materials that may occur in connection with Franchisee's performance under this Agreement.

D. Franchisee has agreed, as part of this Agreement, to provide such services as are necessary or desirable to ensure City complies with the requirements of AB 939, AB 341 and Public Resources Code Section 40000, et seq.

C O V E N A N T S:

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, City and Franchisee hereby agree as follows:

SECTION 1. RECITALS

The Parties acknowledge the above recitals are true and correct and incorporate them herein as if they were fully restated.

SECTION 2. DEFINITIONS

Whenever any term used in this Agreement has been defined by the California Public Resources Code or Chapter 12 of the City's Municipal Code, the definition of such term set forth therein shall apply unless the term is otherwise defined in this Agreement.

2.1 AB 341

"AB 341" shall mean Assembly Bill 341 from the 2011-2012 Regular Session of the California Legislature (Chapter 476, Statutes 2011).

2.2 AB 939

"AB 939" shall mean that state legislation commonly known as the California Integrated Waste Management Act (Chapter 1095, Statutes 1989, as amended), as codified in California Public Resources Code Section 40000 et seq.

2.3 Affiliate

"Affiliate" means a business in which Franchisee owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Franchisee and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Franchisee. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

2.4 Animal Waste

"Animal Waste" shall mean animal carcasses, dead animals, and/or parts or portions of dead animals. Animal Waste shall not include manure.

2.5 Applicable Laws

"Applicable Laws" shall mean all federal, state, county, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having jurisdiction over an aspect of this Agreement that are in force on the effective date, and as may be enacted, issued or amended thereafter, including without limitation City's Municipal Code, AB 939 and AB 341.

2.6 Billings

"Billings" or "Billing" or "Bill" means the statements of charges provided to Customers for services rendered by Franchisee pursuant to the terms of this Agreement.

2.7 Bins

"Bins" shall mean a Container, commonly referred to as dumpsters, including compactors and any similar such devices, with a capacity of under ten (10) cubic yards.

2.8 Cart

"Cart" means a plastic container provided by Franchisee for collection, with a hinged lid and wheels serviced by an automated process, as opposed to a manual process of lifting and dumping, having a capacity of under one hundred fifty (150) gallons.

2.9 City Administrator

"City Administrator" shall mean the City Administrator of the City of Vernon or his/her duly authorized representative or designee. Unless otherwise directed by the City Administrator, the Director of Health and Environmental Control shall be the City Administrator's designee.

2.10 City Limits

"City Limits" shall mean the territorial boundaries of the City together with all amendments and changes thereto, which boundaries are depicted on maps, incorporated herein by reference.

2.11 Collect/Collection

"Collect" or "Collection" shall mean to take physical possession of, transport, and remove Solid Waste from a Premises.

2.12 Commercial Premises

"Commercial Premises" means Premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding Residential Premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property.

2.13 Construction and Demolition Debris

"Construction and Demolition Debris" means Solid Waste generated, produced, or discarded in connection with construction, demolition, landscaping, land clearing, or general clean-up activities within the City, including, but not limited to, concrete, plaster, drywall, green waste, wood, wood scraps, metals, dirt, rock and rubble, without regard to whether such materials are recycled.

2.14 Container

"Container" means any and all types of Solid Waste receptacles, including Carts and Bins, and Rolloff Boxes.

2.15 Customer

"Customer" or "Customers" shall mean any person receiving Solid Waste Collection services from Franchisee within the Franchise Area.

2.16 Environmental Laws

"Environmental Laws" means all federal and state statutes, county, local and City ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; and the Federal Clean Water Act, 33 USC §1251 et seq..

2.17 Franchise Area

"Franchise Area" shall mean all Premises within the City Limits, including Premises which may be annexed and thereby added to the City limits following the effective date.

2.18 Franchise Fee

"Franchise Fee" shall mean the franchise fee set forth and more fully defined in Section 10 hereof.

2.19 Franchisee

"Franchisee" shall mean CALMET, INC. / METROPOLITAN WASTE DISPOSAL, the entity granted the nonexclusive franchise pursuant to this

Agreement, or any party permitted pursuant to the terms hereof permitted to become the successor or assignee thereof.

2.20 Gross Receipts

"Gross Receipts" shall mean and include all monies, fees, charges, consideration, and revenue received by or imputed to Franchisee and any Affiliate, in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of Franchisee pursuant to this Agreement. Gross Receipts includes, without limitation, monthly or quarterly Customer charges that are received by Franchisee for Collection of Solid Waste, without subtracting Franchise Fees, fees imposed and collected pursuant to this Agreement, sums collected in connection with Temporary Services, charges imposed and collected related to disposal and processing of Solid Waste, and transportation charges. Gross Receipts does not include revenue from the collection or sale of Recyclable Material, Green Waste, food waste, and other material which is diverted from disposal. Gross receipts includes any compensation for Solid Waste Collection in which the material is delivered for Transformation.

2.21 Hazardous Substance

"Hazardous Substance" shall mean any of the following: (a) any substances defined, regulated or listed as "Hazardous Substances," "hazardous materials," "Hazardous Wastes," "toxic waste," "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 *et seq.* (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §5101, *et seq.*; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 *et seq.*; (iv) the Clean Water Act, 33 USC §1251 *et seq.*; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7401 *et seq.*; and (vii) California Water Code §13050; and (b) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local laws or regulations, including any of the Environmental Laws, currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

2.22 Hazardous Waste

"Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code sections 25110.02, 25115, and 25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 *et seq.*), all future amendments thereto, and all rules and regulations promulgated thereunder.

2.23 Large Residential Premises

"Large Residential Premises" means residential premises with five or more dwelling units.

2.24 Person

"Person" shall mean any individual, firm, association, organization, partnership, corporation, group or other entity.

2.25 Premises

"Premises" shall mean any land, building, and/or structure within the City limits where Solid Waste is generated or accumulated.

2.26 Recyclable Material

"Recyclable Material" or "Recyclables" shall mean that Solid Waste capable of being recycled, including but not limited to Green Waste, glass, newsprint, newspaper, aluminum, cardboard, certain plastics or metal.

2.27 Residential Premises

"Residential Premises" shall mean all premises upon which Dwelling Units exist.

2.28 Rolloff Box

"Rolloff Box" means Solid Waste Collection Containers of ten (10) cubic yards or larger, including compactors.

2.29 Solid Waste

"Solid Waste" shall mean and include all solid waste as defined in Public Resources Code section 40191, as it may be amended from time to time. Solid Waste does not include hazardous waste (Class I), low-level radioactive waste, untreated medical waste, or special wastes as defined herein.

2.30 Solid Waste Handling Services

"Solid Waste Handling Services" means the Collection, transfer, transport, recycling, processing, and disposal of Solid Waste for Premises within the City.

2.31 Special Wastes

"Special Wastes" shall mean wastes other than Solid Waste including sewage, sludge, industrial sludge, asbestos, auto bodies, tires, used motor oil, Hazardous Waste, Animal Waste, explosive substances, radioactive materials, acids, solvents and other materials which may not be disposed of at a Class III landfill or which require special handling.

2.32 Temporary Service

"Temporary Service" shall mean Solid Waste Handling Services provided by Franchisee on an as-needed and temporary basis to any Premises within the City in conjunction with construction, demolition, cleanup or other projects, and by use of temporarily placed Bins or Rolloff Boxes.

2.33 Transformation

"Transformation" means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. "Transformation" does not include composting.

SECTION 3.

GRANT OF NONEXCLUSIVE FRANCHISE FOR SOLID WASTE HANDLING SERVICES FROM COMMERCIAL PREMISES AND FOR PROVIDING TEMPORARY SOLID WASTE HANDLING SERVICE

3.1 Scope of Franchise

3.1.1 General Grant.

City hereby grants to Franchisee and Franchisee hereby accepts from City, for the Term, the nonexclusive contract, right, and privilege to Collect, transport, and dispose of Solid Waste generated or accumulated within the Franchise Area. The rights granted pertain to: (1) Solid Waste Handling Services occurring on a regular schedule (such as weekly service) at Commercial Premises and Large Residential Premises, and (2) Temporary Services, including the collection of Construction and Demolition Debris, at any Premises in the City. The nonexclusive franchise, right and privilege to provide Solid Waste Handling Services within City granted to Franchisee by this Agreement shall be interpreted to be consistent with all applicable state and federal laws. In the event that future interpretations of current law or future enactments limit the ability of City to lawfully grant Franchisee the scope of services as specifically set forth, Franchisee agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Franchisee as a result thereof.

3.1.2 Limitations on Scope of Franchise.

This Franchise Agreement shall be nonexclusive, and no provision hereof shall be deemed to require City to grant similar franchises to one or to any particular number of franchisees, nor to restrict or prohibit City from doing so.

3.1.3 Matters Excluded from Scope of Franchise

Notwithstanding any other contrary provisions set forth in this Agreement, the nonexclusive franchise granted herein shall exclude the Collection, transportation, recycling, and disposal of:

- (A) any Solid Waste otherwise within the scope of this Agreement which is transported by a Self Hauler as that term is used in the City's Municipal Code, or any other City ordinance, resolution, regulation or policy;
- (B) the sale or donation of Recyclable Material by the person or entity that generated such Recyclable Material (the "Generator") to any person or entity other than Franchisee; provided, however, to the extent permitted by law, if the Generator is required to pay monetary or non-monetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material to any person or entity other than Franchisee, the fact that the Generator receives a reduction or discount in price (or in other terms of the consideration the Generator is required to pay) shall not be considered a sale or donation;
- (C) any Solid Waste otherwise within the scope of this Agreement which is Collected or transported to a disposal or recycling facility by City employees in the course and scope of their employment with City;
- (D) the Collection, transportation, or disposal of Hazardous Waste; Universal Waste; E-Waste; biohazardous waste; untreated medical waste; infectious waste; Animal Waste; used cooking fats, oils, grease and similar waste; or other materials which do not constitute Solid Waste;
- (E) the Collection, transportation, and disposal of Construction and Demolition Debris by a contractor, handyman, repairman, or other similar service provider, using its own equipment, as an incidental part of the services provided to its Customers, rather than as a hauling service, provided that such waste is not Collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials;
- (F) the Collection, transportation, and disposal of green waste and related Solid Waste by a gardener, or landscaper, as an incidental part of the gardening or landscaping services provided to its customers, rather than as a hauling service provided that such Solid Waste is not collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials; and
- (G) Solid Waste Handling Services provided by any Person having a legal right to continue doing so, as long as and to the extent such legal right continues to exist; except that to the degree any territory in which Franchisee has a franchise granted by another governmental entity is annexed into City during the Term, Franchisee agrees the provisions of this Agreement shall apply to such territory and further acknowledges that this Agreement constitutes any notice required by the Public Resources Code in connection therewith.
- (H) By products of sewage treatment, including sludge, sludge ash, grit and screenings.

(I) Residue or non-processible waste from a facility with a solid waste facility permit granted by CalRecycle, including waste transfer material recovery, composting, and Transformation facilities.

3.1.4 City's Right to Designate Solid Waste Facility

The City reserves the right to direct or prohibit the Franchisee to deliver solid waste to any waste processing facility, waste transfer station, or disposal facility designated by the City. Franchisee agrees to comply with any written directions by the City to use, or refrain from using, any particular waste processing facility, waste transfer station, or disposal facility.

**SECTION 4.
ACCEPTANCE; WAIVER**

Franchisee agrees to be bound by and comply with all the requirements of this Agreement. Franchisee waives Franchisee's right to challenge the terms of this Agreement under federal, state, or local law, or administrative regulation. Franchisee waives any right or claim to serve the City or any part of the City under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity including any right under Section 49520 of the Public Resources Code.

**SECTION 5.
TERM**

The term of this Agreement (the "Term") shall be for five (5) years. The Term shall end at midnight on December 31, 2019, unless this Agreement is terminated sooner pursuant to Section 17, or otherwise. The Term shall be automatically extended on January 1, 2020, and on January 1 of each subsequent year for a total of five (5) one (1) year extensions, unless the City has provided written notice to Franchisee to terminate the automatic extensions on or by December 31st date immediately preceding the automatic renewal date (i.e. at least one year before). While it is the present intent of the City Council to permit the Agreement to automatically renew so that the Term is extended, the decision to terminate the automatic extensions shall be subject to the City Council's sole, absolute and unfettered discretion.

**SECTION 6.
CONDITIONS TO EFFECTIVENESS OF AGREEMENT**

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Franchisee's continued right to the benefits conveyed herein:

6.1 Accuracy of Representation

All representations and warranties made by Franchisee and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement.

6.2 Furnishing of Insurance and Bond or Letter of Credit

Franchisee shall have furnished evidence of the insurance and Surety required by Sections 13 and 14 hereof, and shall comply with all ongoing requirements relating thereto.

6.3 Effectiveness of City Council Action

The City Council's Ordinance approving this Agreement shall have become effective pursuant to California law.

6.4 Payment of Fees and Costs

Franchisee shall have made payment to City of all fees, costs and other payments due as more fully set forth in Section 10.

SECTION 7.

SOLID WASTE HANDLING SERVICES PROVIDED BY FRANCHISEE

7.1 General

7.1.1 Equipment

Franchisee shall furnish all labor, supervision, materials, supplies, and equipment necessary to provide for all services required by the terms of this Agreement.

7.1.2 Performance Standards

Franchisee shall perform Solid Waste Handling Services as required hereunder in a workmanlike manner consistent with good housekeeping standards and all relevant provisions of Applicable Laws.

7.1.3 Noise and Disruption

Franchisee shall perform Solid Waste Handling Services in such a manner as to minimize noise and other disruptive impacts including, without limitation, those upon traffic. Franchisee shall use its best efforts to coordinate its Collection schedules such that street sweeping on any given street shall occur the business day following Collection of Solid Waste by Franchisee.

7.1.4 Replacement of Containers

Franchisee shall replace all Containers in the location upon the property of each Customer designated for storage thereof, and shall secure gates, doors, and/or enclosures when applicable.

7.1.5 Franchisee's Containers

(A) Franchisee shall maintain Containers in good repair, and any question as to the meaning of this standard shall be resolved by the City Administrator. By way of

example, and not limitation, seams in the container interior shall be ground to a finish which will prevent the accumulation of organic matter. Wheels, forklift slots, and other appurtenances which were designed for the movement, loading or unloading of the container shall be maintained in good repair.

(B) Franchisee shall deliver replacement Containers to each Customer at no additional charge.

(C) All Containers Carts shall be maintained reasonably watertight condition so as to ensure all NPDES permit requirements are met.

(D) Within twenty-four (24) hours after becoming aware of it (Sundays and holidays excepted), Franchisee shall repair and maintain, remove graffiti from, and replace lost, stolen or damaged Containers at no charge to Customers. Franchisee shall be entitled to charge Customers for the replacement of any Container that has been damaged by a Customer's willful neglect or abuse, ordinary wear and tear excepted.

(E) Franchisee shall at Customer's request annually refurbish, replace, and steam clean as necessary all Bins and Rolloff Boxes at no charge to Customers. City may require the steam cleaning or replacement of Bins utilized at restaurants, bars and grocery stores/markets more frequently if it determines such action is needed to protect public health and safety. When requested or required, Franchisee shall provide a replacement Bin/Rolloff Box to Customers at no charge.

(F) All Bins and Rolloff Boxes shall be kept painted in a uniform fashion and shall be identified with Franchisee's name and phone number in letters not less than three inches high with a 3/8 inch stroke on its exterior so as to be visible when the Container is placed for use.

(G) At a Customer's request, Franchisee shall provide Bins with locking lids and locks.

7.1.6 Missed Pick-ups

In case of a missed pick-up called in by a Customer, Franchisee shall Collect Solid Waste and Recyclable Material from such Customer no later than the next day of the pick-up week following the date of the call. Franchisee shall maintain records of the addresses of all missed pick-ups. The Customer service phone system required by Section 9.2.2 hereof is intended, among other things, to serve as a "hotline" for Customers to call in the event Solid Waste placed for Collection is not Collected by Franchisee and to facilitate having such Solid Waste Collected as soon as reasonably possible.

7.1.7 Record of Non-collection

As more fully set forth herein, Franchisee shall Collect all Solid Waste placed for Collection by Customers in Containers, excepting materials that do not meet the definition of Solid Waste (such as hazardous materials) or which are commingled with such materials. Whenever Franchisee determines not to Collect any Solid Waste deposited for Collection,

Franchisee shall leave a tag at least 2" by 6" in size, indicating the reason for Franchisee's refusal to do so. This information may be either handwritten or left by means of a check system (i.e., checking off boxes on a preprinted form). The tag shall provide Franchisee's business name and local telephone number and shall be securely fastened to the Container or the article refused. Franchisee shall maintain a record of all such taggings at its place of business. Such record shall contain the date of such notice, street address, reason for non-collection, and a summary of any communications between Franchisee and the Customer involved. Such notice may be inspected by representatives of City upon request.

7.1.8 Health Permit

Franchisee agrees to obtain annually a City of Vernon Health Permit and affix a City-issued permit verification plate, decal, or gummed sticker to each of its Collection Vehicles operating in the City.

7.2 Solid Waste Handling Services

7.2.1 Bins and Rolloff Boxes

Franchisee shall provide all of its Customers with at least one Bin and/or Rolloff Box for Collection of mixed Solid Waste, and shall Collect all Solid Waste placed therein for Collection not less than once per week. Franchisee shall provide additional Containers and Collections to Customers upon request, or as may be required by City's Municipal Code, health and safety requirements, or by the City Administrator. Bins and Rolloff Boxes shall be Collected by Franchisee from the location upon each Customer's property designated for their storage, and replaced to that location with gates and/or doors secured, as applicable, after Collection is completed, unless different arrangements are agreed upon by the Customer and Franchisee.

7.2.2 Carts

As an alternative to the requirements of Section 7.2.1 and upon written approval of the City Administrator, Franchisee shall offer Collection in refuse Carts to Customers that do not have space for, or do not generate enough waste to require the use of Bins for Collection. If Franchisee and Customer have a disagreement as to whether a refuse Cart is appropriate, or if City determines the Collection in a Refuse Cart causes health and safety or other concerns, the City Administrator shall make the final determination as to whether Collection in a refuse Cart may occur.

7.2.3 Recycling Services

Franchisee shall offer and provide a recycling program (the "Recycling Program") that meets the standards required under AB 341 and enables the City to achieve the required diversion rates specified by Applicable Laws. Franchisee shall promptly notify the City if it has reason to suspect that the City will not be able to achieve the required diversion rates. Franchisee shall produce, keep current, and provide public information specifically outlining its Recycling Program, which shall specifically include the annual publication and distribution of a brochure describing this service to all applicable Customers in City. The City Administrator may require Franchisee to modify its Recycling Program as deemed appropriate to ensure City is

in compliance with all Applicable Laws. In such event the City Administrator may require the Franchisee to achieve state specified diversion rates, and failure to achieve such rates shall constitute a material breach of the franchise. In addition to any other minimum requirements of the Recycling Program, Franchisee shall, prior to landfilling, process all mixed waste from Bins or Rolloff Boxes to recover Recyclable Materials. Franchisee shall be required to achieve any minimum recovery rate for processing mixed waste which is required by CalRecycle or any Applicable Laws.

7.3 Temporary Services

Franchisee shall provide Temporary Services on an on call basis to any Customer requesting such service pursuant to the following conditions:

(A) Temporarily placed three (3) cubic yard Bins may be used for small cleanup type projects; provided, however, Bins used for such purposes shall not remain at the same address for a period that exceeds four consecutive weeks. Bins used for Temporary Service shall not remain in any public rights-of-way for a period exceeding two consecutive weeks. Bins may not be placed in any public rights-of-way so as to create a safety hazard or so as to block any right-of-way to a degree that it is not reasonably usable. Bins placed in City's rights-of-way shall be subject to such requirements as may be imposed by City, and at a minimum shall be equipped with reflectors, reflective tape, reflective paint, or other reflective devices which, to the satisfaction of the City Administrator, make such Bins reasonably visible to vehicle traffic at night.

(B) Franchisee shall work with Customers requesting Construction and Demolition Debris Collection services to ensure compliance with the City's ordinance regulating the recycling and disposal of construction and demolition waste.

(C) Franchisee shall also make all reasonable efforts to recycle all construction and demolition waste it Collects, especially to the degree such loads contain clean inert materials. If applicable, Franchisee shall make available to Customers involved in construction separate containers within which to Collect different types of marketable materials, such as dirt, steel, concrete and wood.

7.4 Recycling Obligations and Public Education Program

7.4.1 Minimum Requirements for Recyclable Materials and Rolloff Boxes

All Rolloff Boxes, whether for regular weekly service or Temporary Service shall be delivered to a properly permitted facility for recycling and reuse purposes.

7.4.2 Extent of Applicable Franchise Rights

Nothing in this Agreement shall be construed as giving Franchisee the right to Collect Recyclable Material which has not been discarded and placed for Collection by Franchisee in the location designated for that purpose.

7.4.3 AB 939 Obligations, Guarantee, and Indemnification

7.4.3.1 Warranties and Representations

Franchisee warrants and represents that it is aware of and familiar with City's Source Reduction and Recycling Element (the "SRRE") and City's waste stream, and that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the diversion goals set forth in AB 939 and AB 341. Stated otherwise, Franchisee acknowledges that it is responsible for ensuring that its various programs achieve the diversion requirements. Franchisee specifically acknowledges that the City's current mandated diversion goal as set forth pursuant to the Applicable Laws is 50%, and that this is subject to possible modification pursuant to the provisions of AB 341.

7.4.3.2 Mutual Cooperation.

City and Franchisee shall reasonably cooperate in good faith with all efforts by each other to meet City's diversion and other compliance requirements imposed by AB 939, AB 341 and other Applicable Laws. In this regard, City's obligations shall include, without limitation, making such petitions and applications as may be reasonably requested by Franchisee for time extensions in meeting diversion goals, or other exceptions from the terms of AB 939, AB 341 and Applicable Laws.

7.4.3.3 Waste Reduction and Program Implementation

Franchisee shall implement the programs identified in the SRRE of the City's General Plan immediately upon the Effective Date. Franchisee shall provide City with monthly, quarterly and annual written reports in a form adequate to meet City's AB 939 and AB 341 related filing and reporting requirements to CalRecycle and to the County of Los Angeles. .

7.4.3.4 Guarantee and Indemnification

Franchisee warrants and guaranties that it will carry out its obligations under this Agreement such that, with respect to the Customers it services under this Agreement: (i) both it and City will at all times be in compliance with the requirements of all Applicable Laws including specifically AB 939 and AB 341, and (ii) City will meet or exceed the diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in AB 939, AB 341. In this regard, Franchisee agrees that it will, in addition to any other requirement contained herein, at its sole cost and expense:

(A) to the extent legally permitted, defend, with counsel approved by City, indemnify, and hold harmless City against all fines and/or penalties and liabilities imposed by CalRecycle or any other regulatory agency if: (1) Franchisee fails or refuses to timely provide information relating to its operations pursuant to this Agreement or any Applicable Laws and such failure or refusal prevents City from submitting timely reports as required by Applicable Laws; or (2) the source reduction and recycling goals, diversion goals, program implementation requirements, or any other requirements of

Applicable Laws are not met with respect to the waste stream Collected under this Agreement;

- (B) assist City in responding to inquiries from CalRecycle;
- (C) assist City in preparing for, and participating in, any review of City's SRRE pursuant to Applicable Laws;
- (D) assist City in applying for any extension, including under Public Resources Code Section 41820;
- (E) assist City in any hearing conducted by CalRecycle relating to City's compliance with Applicable Laws;
- (F) assist City with the development of and implement a public awareness and education program that is consistent with the City's SRRE and requirements of Applicable Laws;
- (G) provide City with recycling, source reduction, and other technical assistance related to compliance with Applicable Laws;
- (H) defend, with counsel acceptable to City, City and City's officials, employees, and agents against the imposition of fines and/or penalties, or liabilities, issued by CalRecycle pursuant to AB 939; and
- (I) be responsible for and pay, any fees, penalties or other costs imposed against the City by CalRecycle, and indemnify and hold harmless City from and against any fines, penalties, or other liabilities, levied against it for violation of AB 939's diversion requirements, or any Applicable Laws, arising from or related to Franchisee's performance of its obligations under this Agreement.

7.4.4 Waste Generation/Characterization Studies

City must perform Solid Waste generation and disposal characterization studies periodically to comply with the requirements of AB 939. Franchisee agrees to participate and cooperate with City and its agents to accomplish studies and data collection and prepare reports, to determine weights and volumes of Solid Waste Collected and characterize Solid Waste generated, disposed, transformed, diverted or otherwise handled/processed to satisfy the requirements of AB 939.

7.4.5 Implementation of Additional Diversion Services

In the event City does not meet the current diversion goal of 50% imposed by AB 939, or other Applicable Laws, City may direct Franchisee to perform additional services (including the implementation of new diversion programs) or modify the manner in which it performs existing services. Pilot programs and innovative services which may entail new Collection methods, and use of new or alternative waste processing and disposal technologies are included among the kinds of changes which City may direct.

7.5 Additional Services

Franchisee shall provide the following additional services at no charge, unless otherwise specified below. Franchisee shall not adjust its rates to Customers to offset costs incurred in providing any of the following services:

7.5.1 Monitoring and Cleaning of Bin Enclosures

Franchisee shall work with the City Administrator in identifying and resolving continual problems with overflowing Bins or Bin enclosures, and/or other unsanitary conditions caused by Customers. Franchisee shall clean out any overflowing Bins or Bin enclosures within City within twenty-four (24) hours of notification by City. Franchisee may reasonably bill Customers for any such services when they are required by City.

7.5.2 Handling of Electronic Waste

Franchisee shall Collect electronic waste, or "e-waste," and/or universal waste, from any Customer in the manner set forth herein, but shall handle and dispose of such materials in accordance with all Applicable Laws.

7.6 Special Services

Franchisee may provide special pickup procedures or services in addition to the services described herein for Customers who request or require such services at reasonable rates established by Franchisee. Franchisee shall notify the City Administrator of any such services prior to such time as they are provided in order to allow the City an opportunity to conduct necessary inspections and impose appropriate regulations.

SECTION 8. MINIMUM STANDARDS FOR FRANCHISEE'S SOLID WASTE HANDLING SERVICE COLLECTION VEHICLES

8.1 General

Franchisee shall provide vehicles for the Collection of Solid Waste ("Collection Vehicles") that are sufficient in number and capacity to perform the work required by this Agreement. Franchisee shall have available on Collection days sufficient back-up vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. Upon or prior to the Effective Date of this Agreement and prior to the start of any extension period of this Agreement pursuant to Section 5, Franchisee shall provide City with a report containing the information required under South Coast Air Quality Management District's Rule 1193(d)(7).

8.2 Air Quality/Fuel Requirements

Franchisee's Collection Vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, the Air Resource Board, and any other federal, state and local laws and regulations that may be enacted during the Term.

8.3 Specific Requirements

Each Collection Vehicle shall meet the following minimum standards:

(A) Each Collection Vehicle shall be registered with the California Department of Motor Vehicles.

(B) Franchisee shall inspect regularly each Collection Vehicle to ensure compliance with the California Vehicle Code and the California Highway Patrol. Franchisee shall provide copies of its Biannual Inspection of Terminal ("BIT") inspection reports to City within 30 days of its receipt of such reports and shall make all records related to its vehicles available to City upon request.

(C) Each Collection Vehicle shall be continuously maintained to: (1) meet the highest industry standards to prevent liquid from leaking and to ensure each Collection Vehicle is "watertight" and "leak-proof" and, (2) at all times complies with the provisions of all Applicable Laws. All bodies and tanks shall be constructed of metal. All joints and seams shall be welded and the tank shall be leakproof. Franchisee shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes the vehicle.

(D) Each Collection Vehicle shall be cleaned and painted regularly if so that such vehicles do not become unsightly, as determined by the City Administrator.

(E) Franchisee's name, local or toll free telephone number, street address, and a vehicle number shall be visibly printed or painted in letters not less than three (3) inches in height with a 3/8 inch stroke on both sides of each Collection Vehicle. Any other information or signage printed, painted, or displayed on Franchisee's Collection Vehicles, when such Vehicles are providing Collection services within City Limits, shall be subject to approval by City.

(F) Each Collection Vehicle shall be maintained in a clean and sanitary condition both inside and out.

(G) Each Collection Vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a communication device to allow the driver to communicate directly with Franchisee's dispatcher and/or main office.

(H) Each Collection Vehicle shall be kept in good repair and working order, and shall be equipped with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry

(I) Franchisee shall inspect each Collection Vehicle to ensure that all equipment is operating properly. Collection Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Franchisee shall keep accurate records of all Collection Vehicle maintenance and repair, and shall make such records available to City upon request.

(J) No Collection Vehicle shall be utilized if it is leaking brake, hydraulic, or other fluids, and Franchisee shall clean up any leaks or spills from their vehicles per the NPDES permit in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.

(K) Upon request, Franchisee shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type and capacity.

(L) Franchisee shall utilize Collection Vehicles of a size, weight, nature, and type so as to not be unreasonably intrusive on the community with respect to noise, emissions, maneuverability, safety, and other factors to avoid or minimize pavement damage and wear and tear of the street or adjacent properties, as approved by the City Administrator.

(M) Franchisee shall not load Collection Vehicles in excess of the manufacturer's recommendations or limitations imposed by Applicable Laws.

8.4 Costs of Operation and Damages

Franchisee shall be responsible for any costs incurred in connection with ensuring all Collection Vehicles comply with all Applicable Laws, including without limitation any such laws that may be adopted relating to noise, fuels, emission standards, or weight limits.

8.5 City Inspection

City may cause or require any Collection Vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

SECTION 9. FRANCHISEE'S SOLID WASTE HANDLING SERVICE PERSONNEL

9.1 Training and Legal Compliance

Franchisee shall provide operating and safety training that meets minimum OSHA standards for all personnel, and shall comply with all Applicable Laws.

9.2 Customer Service

9.2.1 Office Hours

Franchisee shall maintain a local office that at a minimum will be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday, holidays excepted ("Office Hours") with at least one qualified representative to communicate with the public

regarding Billings, complaints, customer service inquiries, etc. A similarly qualified person shall be available by phone during any times other than Office Hours when Collection is occurring.

9.2.2 Telephone Customer Service Requirements

Franchisee shall maintain a local or toll free telephone number at all times during Office Hours. Franchisee shall provide City with a 24-hour emergency number to a live person, not voice-mail.

9.2.3 Complaint Documentation

All service complaints shall be directed to Franchisee. Franchisee shall log all complaints received with date and time the complaint was received, the name, address and telephone number of the complaining party, a description of the complaint, the name of the employee recording the complaint and the action taken by Franchisee to respond to and remedy the complaint. All complaints shall be initially responded to within one (1) business day (Monday through Friday) of receipt. Logs of complaints shall be retained for a minimum of twenty-four (24) months and must be made available to City upon request. Franchisee shall provide to City on a monthly, quarterly, and annual basis, a complaint log.

9.2.4 Government Liaison

Franchisee shall designate in writing a "Government Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Customer complaints.

9.3 Education and Public Awareness

9.3.1 General

Franchisee acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve the requirements of AB 939 and AB 341. Accordingly, Franchisee agrees to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.

9.3.2 Written Program Materials

Franchisee shall make available information to reduce, reuse and recycle Solid Waste.

9.3.3 Public Outreach

Franchisee shall promote recycling through presentations and educational materials to the Chamber of Commerce, construction contractors and other similar groups.

9.3.4 On-going Education Requirement – Corrective Action Notice

Franchisee shall have available a corrective action notification form for use in instances where a Customer sets out inappropriate materials for Collection that explains the appropriate manner for disposal of such items.

SECTION 10. FRANCHISEE'S CONSIDERATION

10.1 Franchise Fee

Franchisee shall pay to City, a franchise fee equal to 10 percent (10%) of Franchisee's Gross Receipts, or portion thereof, during the entire Term (the "Franchise Fee"). Said Franchise Fee shall be paid to City in four (4) quarterly payments, due on or before the last day of the month following after the end of each calendar quarter (i.e., on or before April 30, July 31, October 31, and January 31). Should any such due date fall on a day the City's business offices are closed, payment shall be due on the first day thereafter in which the City's business offices are open. The amount of each payment shall be equal to ten percent (10%) of Franchisee's Gross Receipts in the preceding calendar quarter. Franchise Fees shall be accompanied by a statement certified by an officer of Franchisee attesting to the accuracy of the amounts paid, and setting forth the basis for their calculation in a manner acceptable to City.

10.2 Franchise Fee Review

The Franchise Fee rate will be reviewed by City on an ongoing basis, but not more often than annually, and if deemed necessary by City may be reduced or increased by approval of a resolution of the City Council. City shall provide Franchisee with ninety (90) days advance written notice of any fee adjustment before taking effect.

SECTION 11. CHARGE FOR LATE PAYMENTS

If any Franchise Fee payment or other payment provided for in this Agreement (whether reimbursements, payments of funds collected in connection with billing services, or otherwise) is not received by the City, as set forth in Section 10 of this Agreement, Franchisee shall pay to the City a late payment fee in an amount equal to ten percent (10%) of the amount owing for that quarter. Franchisee shall pay an additional ten percent (10%) owing on any unpaid balance for each month following the initial thirty (30) day period the franchise fee remains unpaid. In no event shall the total late payment requirements exceed 60%. This amount is required in order to defray those additional expenses and costs incurred by City by reason of the delinquent payment. If a court of competent jurisdiction determines the late fees or other charges provided for herein exceed the limits permitted by Applicable Law, then: any such fees or charges shall be reduced by the amount necessary to reduce the fee or charge to the permitted limit.

SECTION 12.
FRANCHISEE'S BILLING SERVICES AND SYSTEMS

12.1 Billing

Franchisee shall provide services at rates it sets, charges to, and collects from Customers. Franchisee shall provide all Customers with itemized Bills. Franchisee's Bills shall not include separate itemization of a "Franchise Fee" or other similar designation relating to fees which Franchisee is required to pay to City. Franchisee shall reproduce and include in any Billing, at no additional cost, one page informational "inserts" provided by City.

12.2 Payment, Accounting Systems

All payments received by Franchisee shall be appropriately credited to Customer accounts and segregated from Gross Receipts from other jurisdictions, deposited in a bank account and accounted for utilizing generally accepted accounting principles.

SECTION 13.
FAITHFUL PERFORMANCE

13.1 Surety

As security for Franchisee's faithful performance of all obligations of this Agreement, Franchisee shall provide a surety mechanism (the "Surety") in the greater of the two following amounts: (a) Ten Thousand Dollars (\$10,000); (b) two and a half times the required average quarterly franchise payment from the prior numbered calendar year. The Surety may be comprised of either a performance bond and/or an irrevocable letter of credit, in a form approved by the City Attorney. The cost of the Surety shall be the sole responsibility of Franchisee. The Surety shall be released within thirty (30) days after both (i) the expiration of the Term; and (ii) Franchisee's satisfactory performance of all obligations hereunder.

13.1.1 Forfeiture of Surety

In the event Franchisee shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the Surety, as may be necessary to recompense and make whole the City, forfeited to the City. Upon partial or full forfeiture of the Surety, Franchisee shall restore the Surety to its original amount within thirty (30) days of the City's notice to do so. Failure to restore the Surety to its full amount within thirty (30) days shall be a material breach of this Agreement.

13.1.2 Use of Surety by City

Notwithstanding any provision hereof to the contrary, thirty (30) days following City providing Franchisee with written notice of its failure to pay City any amount owing under this Agreement, either the letter of credit or performance bond comprising the Surety may be utilized by City for purposes including, but not limited to: (1) Payment of sums due under the terms of this Agreement, including specifically liquidated damages; and (2) Reimbursement of City's costs to correct violations of this Agreement.

13.2 Replacement Letter of Credit

City may draw upon the entire letter of credit (if any) utilized to meet Franchisee's obligations pertaining to the Surety, and convert it to a cash deposit, if Franchisee fails to cause the letter of credit to be extended or replaced with another satisfactory letter of credit no later than sixty (60) days prior to its expiration.

SECTION 14. INSURANCE COVERAGE

Franchisee shall procure and maintain the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with Franchisee's performance hereunder. The insurance requirements hereunder in no way limit Franchisee's various defense and indemnification obligations, or any other obligations as set forth herein.

14.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).
2. The most recent editions of Insurance Services Office form number CA 00 01 1001 covering Automobile Liability, code 1 "any auto".
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

14.2 Minimum Limits of Insurance

Franchisee shall maintain in force for the Term limits no less than:

14.2.1 Comprehensive General Liability

Five Million Dollars (\$5,000,000.00) limit aggregate and Five Million Dollars (\$5,000,000.00) limit per occurrence for bodily injury, personal injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.

14.2.2 Automobile Liability

Five Million Dollars (\$5,000,000.00) limit aggregate and Five Million Dollars (\$5,000,000.00) limit per accident for bodily injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.

14.2.3 Workers' Compensation and Employers Liability

Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000.00) per accident.

14.2.4 Environmental Pollution Control Insurance

Franchisee shall maintain either an endorsement to its general liability policy, or a separate policy of insurance covering environmental pollution and contamination that names the City as an additional insured. Said coverage shall be in the amount of not less than Five Million Dollars (\$5,000,000) per occurrence, and Five Million Dollars (\$5,000,000) in the aggregate.

14.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. If, Franchisee does not have sufficient financial resources to protect the City from exposure with respect to any deductibles or self-insured retentions Franchisee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

14.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

14.4.1 General Liability and Automobile Liability Coverage

City shall be named as additional insureds in connection with liability arising out of activities performed by or on behalf of Franchisee; Premises owned, leased or used by Franchisee; and vehicles owned, leased, hired or borrowed by Franchisee. The coverage shall contain no special limitations on the scope of protection afforded to City. Franchisee's insurance coverage shall be the primary insurance for the City in connection with the above enumerated categories. Any insurance or self-insurance maintained by City shall be in excess of Franchisee's insurance and shall not contribute with it. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to City. Coverage shall state that Franchisee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.4.2 Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against City for losses arising from work performed by Franchisee for City.

14.4.3 All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

14.5 Acceptability of Insurers

The insurance policies required by this Section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better, unless otherwise approved by the City Administrator.

14.6 Verification of Coverage

Franchisee shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Article. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements must be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

14.7 Loss or Reduction in Insurance

In the event that Franchisee fails to retain or maintain insurance with the scope and amounts of coverage required hereunder, City shall have the right to either terminate this Agreement, or utilize funds from the Surety to obtain insurance coverage on behalf of Franchisee.

SECTION 15. ASSIGNMENT, SUBLETTING, AND TRANSFER; REQUIREMENTS AND LIMITATIONS

15.1 Assignment

Franchisee shall not assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement (collectively referred to as an "Assignment") to any other Person without the prior approval by the City Council. The City Council has unfettered discretion to approve or deny such an Assignment. Should the City consent to any Assignment request, such Assignment shall not take effect until all conditions relating to the City's approval have been met.

SECTION 16. REVIEW OF SERVICES AND PERFORMANCE

16.1 Performance Hearing

(A) Commencing in or about July 2017, and on a biennial basis thereafter, City may hold a hearing to review Franchisee's Solid Waste Collection efforts, source reduction, processing and other diversion services and overall performance under this Agreement (the "Solid Waste Services and Performance Review Hearing"). The purpose of the Solid Waste Services and Performance Review Hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, recycling, processing and disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and recycling and disposal system; and to ensure services are being provided by Franchisee with adequate quality, effectiveness and economy. If the number of Customer complaints regarding Franchisee's Solid Waste Collection are deemed by City to be excessive, City may also, at any time, with at least ninety (90) days advance notice, hold a Solid Waste Services and Performance Review Hearing.

SECTION 17.
CITY'S REMEDIES; DEFAULT AND TERMINATION

17.1 Notice of Default

If the City Administrator determines that Franchisee has defaulted in the performance of any obligation hereunder, or that Franchisee's performance has not been in conformity with reasonable industry standards obtained in similar cities in Southern California, the requirements of the City's Municipal Code, the requirements of CalRecycle, or any other Applicable Laws, the City Administrator may provide written notice to Franchisee of such default. The City Administrator may, in such written notice, set a reasonable time within which correction of such default shall be made. Unless otherwise specified, a reasonable time for correction shall be thirty (30) days from the date such written notice is given.

17.2 Failure to Cure

If Franchisee fails to cure default, to the satisfaction of the City Administrator, all deficiencies contained in the written notice thereof within the specified time, or if it is not reasonably possible to correct such deficiencies within the specified time, and Franchisee fails to commence to correct or remedy such deficiencies within the specified time, then the City Administrator may refer the matter to the City Council for review, or review the matter himself.

17.3 Review by City Administrator

If the City Administrator reviews the matter and determines that Franchisee has failed to properly or adequately cure any default set forth above, the City Administrator, in the exercise of his discretion, may terminate this Agreement, or take such other action as he deems appropriate to pursue any remedy available to City. A decision or order of the City Administrator shall be final and binding on Franchisee unless Franchisee files a "Notice of Appeal" with the City Clerk within five (5) business days of the date the notice of the City Administrator's decision is given. The City Administrator shall schedule any appeal for consideration by the City Council at the earliest feasible City Council Meeting following the date a Notice of Appeal is given to City.

17.4 City Council Review

In the event an appeal of a decision of the City Administrator is filed, or if the City Administrator refers the matter to the City Council without rendering a decision, the City Council shall set the matter for consideration before the City Council as a regular agenda item. In reviewing the matter the City Council may consider any information reported by the City Administrator regarding the deficiencies, and shall give Franchisee, a reasonable opportunity to be heard. Upon review, the City Council may terminate the Agreement, or to pursue any other remedy available to City.

17.5 Termination without Right to Cure

The above right of termination as a result of Franchisee's failure to timely cure any deficiency is in addition to City's right to terminate this Agreement without affording Franchisee an opportunity to cure in circumstances where Franchisee is determined by City to have

materially breached this Agreement. City shall thus be afforded the right to terminate this Agreement in the event of any material breach hereof by Franchisee without affording Franchisee the right to cure as a result of any action, inaction or circumstance which is a legally defined material breach, or is defined herein as a material breach, and/or under any of the following circumstances which are hereby specifically defined as material breaches:

- (A) If Franchisee practices, or attempts to practice, any fraud upon City.
- (B) If Franchisee becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Franchisee in a bankruptcy proceeding.
- (C) If Franchisee willfully violates any orders or rulings of any regulatory body having jurisdiction over Franchisee relative to this Agreement. So long as City's rights are not prejudiced during the pendency of any challenge to such orders or rulings by Franchisee, Franchisee may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no material breach of this Agreement shall be deemed to have occurred until a final ruling has been rendered.
- (D) If Franchisee ceases to provide Solid Waste Handling Services, including Collection of Solid Waste and/or Recyclable Material, as required under this Agreement with respect to all or any of the Customers it services under this Agreement for a period of seven (7) days or more, for any reason not specified as a force majeure event hereunder.
- (E) If Franchisee fails to materially comply with any insurance or indemnification requirement set forth in this Agreement.
- (F) If City is required to pay any fine or penalty, which is not paid on its behalf by Franchisee or which Franchisee fails, refuses, neglects or is unable to pay or indemnify City against, relating to any diversion or other requirement of AB 939 and/or AB 341.
- (G) If Franchisee, or any management level employee of Franchisee is convicted of a Criminal Matter (as defined herein). For purposes of this Section the term Criminal Matter refers to any felony or misdemeanor offense having any relationship to either Solid Waste Handling Services or public corruption (including, without limitation, bribery, conflict of interest related allegations, vote selling, or any similar type charges).
- (H) If Franchisee submits quarterly payments to City, which are returned by the bank due to insufficient funds, on two (2) or more occasions in any consecutive 12 month period.

SECTION 18.
FRANCHISEE'S REMEDIES; ADMINISTRATIVE HEARING

18.1 Administrative Hearing

Should Franchisee contend that City is in breach of any aspect of this Agreement, it shall give notice to the City Administrator requesting an administrative hearing. The hearing shall occur as soon as reasonably possible, or on such date as mutually agreed by the parties, and shall be held before an impartial hearing officer to be determined by the City Administrator. The hearing officer shall make an advisory ruling on Franchisee's allegations, and suggest a remedy if a breach by City is determined to exist. The hearing officer's ruling and recommendations shall become final and binding if the parties so agree in writing within thirty (30) days of the date notice of the decision is given to both parties. Otherwise, the hearing officer's ruling shall have no further force or effect.

18.2 Other Remedies; Claims

Franchisee shall be entitled to all available remedies in law or equity for City's breach of this Agreement; provided, however, Franchisee shall not file or otherwise commence any action against City, in law or equity, in any court, until after an administrative hearing as set forth above has been completed, and the above noted thirty (30) day period to accept the hearing officer's decision has passed, or either City or Franchisee has given timely written notice to the other that it will not accept the hearing officer's decision.

18.3 Actions for Damages

As a prerequisite to the filing and maintenance of any action for damages by Franchisee against City arising out of this Agreement, Franchisee shall present a claim to City, as required by Government Code Section 910 et seq., within 30 days of the date of the occurrence giving rise to the claim for damages.

SECTION 19.
CITY'S ADDITIONAL REMEDIES

In addition to any other remedies set forth herein, City shall be entitled to any or all of the following rights and remedies in the event of a breach of this Agreement by Franchisee:

(A) The right to use Franchisee's equipment for the purpose of Collecting, transporting, and/or disposing of Solid Waste, including Recyclable Material, for a period not to exceed six (6) months. In the case of equipment not owned by Franchisee, Franchisee shall assign to City, to the extent Franchisee is permitted to do so under the instruments pursuant to which Franchisee possesses such equipment, the right to use and possess the equipment. If City exercises its rights under this Section, City shall pay to Franchisee the reasonable rental value of the equipment for the period of City's possession thereof (although payment may, if appropriate, occur in the form of a set off against damages otherwise owed by Franchisee pursuant to the terms hereof);

(B) The right to license others to perform the services otherwise to be performed by Franchisee hereunder, or to perform such services itself; and

(C) The right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach of this Agreement by Franchisee, City will suffer irreparable injury and incalculable damages sufficient to support injunctive relief, to specifically enforce the provisions of this Agreement, and to enjoin the breach hereof.

SECTION 20. RIGHTS OF CITY TO PERFORM DURING EMERGENCY

20.1 Provision of Service

Should Franchisee, for any reason whatsoever, refuse or be unable to provide Solid Waste Handling Services for a period of more than seventy-two (72) hours, and if as a result thereof, Solid Waste should accumulate in City to such an extent or in such a manner that the City Administrator finds that such accumulation endangers or menaces the public health, safety, or welfare, City shall have the right, upon twenty-four (24) hours prior written notice to Franchisee, during the period of such emergency, to temporarily take possession of any or all equipment and facilities of Franchisee previously used in providing Collection, transportation, and disposal of Solid Waste and provide, through its own forces or otherwise, Solid Waste Handling Services which Franchisee otherwise would be obligated to provide pursuant to this Agreement. Franchisee agrees that in such event it shall fully cooperate with City to affect such a transfer of possession for City's use.

20.2 Possession of Equipment

Franchisee agrees, that in the event of circumstances described in Section 20.1 above, City may take temporary possession of and use all of said equipment and facilities without paying Franchisee any rental or other charge. Upon Franchisee giving City notice that it is able to resume its normal responsibilities under this Agreement City shall either relinquish possession of all of the above mentioned property to Franchisee.

20.3 Exclusions from Right to Possession of Equipment without Compensation

Specifically excluded from the circumstances in which City may possess and utilize Franchisee's equipment without compensation are circumstances in which Franchisee fails or refuses to provide Solid Waste Handling Services hereunder for any reason which is not a force majeure event as defined herein. In such circumstances City's right to utilize and possess Franchisee's equipment shall be subject to the provisions of the above Section 19.

SECTION 21. REPORTS AND ADVERSE INFORMATION

City will require reporting at various intervals by which information important to City can be compiled and analyzed. The frequency and content of the reports called out below may be changed by agreement of the parties; provided any such change is approved by the City

Administrator in writing. Quarterly reports shall be submitted within thirty (30) calendar days after the end of the calendar quarter.

21.1 Quarterly Reports

Franchisee shall report the following to City on a quarterly basis:

(A) Solid Waste Collected by Franchisee within City Limits for each month, sorted by type of Solid Waste in tons broken down at a level acceptable to City segregated from tons collected from other jurisdictions (which at a minimum may include: refuse, e-waste and universal waste item counts, types of recyclables including PET, HDPE, mixed plastics, aluminum, cardboard, mixed paper, sand, wood, metal, and concrete), as well as by customer type (i.e., commercial, roll-off, etc.); the source of the waste, whether residential commercial, industrial, governmental or other; the facilities where all Solid Waste Collected was processed or disposed and in what tonnages and what categories.

(B) Gross Receipts broken down by customer type (i.e., commercial, roll-off, etc.); and such other information or reports that the City may reasonably request.

Franchisee shall promptly, upon demand by City, provide true and accurate copies of landfill tipping receipts, records showing delivery at processing or reuse facilities, and similar such documents in order to enable City to verify Franchisee's quarterly reports.

21.2 Annual Reports

Upon the City's request, within 30 days of the end of each calendar year during the Term and within thirty (30) days after the end of the Term, Franchisee shall submit a written annual report in a form approved by City, which may include, but is not limited to, the following information:

(A) A summary of the previous year's activities including, but not limited to, services begun or discontinued during the reporting year, and the number of Customers broken down on a monthly basis;

(B) A summary of the total tons of Solid Waste Collected in City in the preceding year as well as a summary of the total tonnage diverted from the State's landfill systems during that time frame;

(C) Information and reports required by City to meet its reporting obligations imposed by AB 939 and the regulations implementing AB 939, in a form and content approved by the City Administrator;

(D) A revenue statement, certified by the chief financial officer of Franchisee, setting forth Franchise Fees paid and the basis for the calculation thereof, including specifically a breakdown of sources of revenue included in Gross Receipts and the amount of revenue derived from each such source comprising Gross Receipts; and

(E) A list of the number of Customers that received routine commercial service, the number of Customers that received Temporary Service, all categorized and listed by business type (if applicable), and type of Customer (i.e., commercial or Temporary Service).

(F) All reports and records required under this or any other Section hereof

SECTION 22. INDEMNIFICATION

22.1 General

(A) Franchisee hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, commissions, officers, employees, and agents (collectively the "Indemnities") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description arising out of, resulting from, and/or in any way connected with this Agreement including: (1) the negligence or willful misconduct of Franchisee in performing services under this Agreement; (2) the failure of Franchisee to comply with the provisions of this Agreement, all Applicable Laws, and/or ordinances and regulations; (3) the acts of Franchisee in performing services under this Agreement for which strict liability is imposed by law; and (4) any challenge to the award of, or any provisions of this Agreement (including any claim that the application of any provision hereof violates any provision of the California Constitution). The foregoing indemnity and hold harmless provisions shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of Indemnities' negligence, but shall not extend to matters resulting from Indemnities' sole negligence, or willful misconduct. Franchisee further agrees to and shall, upon demand of City, at Franchisee's sole cost and expense, defend (with attorneys acceptable to City) City against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse City for any and all costs and expenses City incurs in providing any such defense.

22.2 Hazardous Substances Indemnification

(A) Without regard to any insurance coverage or requirements, and any general indemnification obligation, Franchisee specifically agrees to defend (with counsel acceptable to City) reimburse, indemnify, and hold City and its past and present officers, council members, employees, consultants and agents (hereinafter "Indemnified Parties") harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Franchisee that:

(1) results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnified Party is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or

(2) relates to material Collected, transported, recycled, processed, treated or disposed of by Franchisee.

(B) Franchisee's obligations pursuant to this Section shall apply, without limitation, to:

(1) any Claims brought pursuant to or based on the provisions of applicable Environmental Laws;

(2) any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation by Franchisee of any facility;

(3) any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, disposal, processing or use of any materials recovered by Franchisee; and

(4) any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

(C) The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Franchisee.

(D) The term "Hazardous Contaminant" shall mean any "hazardous material," as that term is defined under California Health & Safety Code Section 25501(o); any Hazardous Substance; any Hazardous Waste; any chemical which the Governor has identified as a chemical known to the State to cause cancer or reproductive toxicity pursuant to California Health & Safety Code Section 25249.8; any crude oil or refined or unrefined petroleum product; and any asbestos or asbestos containing material.

SECTION 23. FRANCHISEE'S BOOKS AND RECORDS; AUDITS

23.1 Maintenance and Inspection of Records

Franchisee shall maintain all records relating to the services provided hereunder (the "Records"), for the full Term, and an additional period thereafter of not less than three (3) years, or any longer period required by law. City shall have the right, upon five (5) business days advance notice, to inspect the Records. Such Records shall be made available to City at Franchisee's regular place of business, but in no event outside the County of Los Angeles.

23.2 CERCLA Defense Records

Franchisee shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) for not less than five (5) years following the termination of this Agreement, and agrees to notify City Administrator before destroying such records thereafter. At any time, including after the expiration of the Term, upon request by the City Administrator, Franchisee shall provide copies of such records to City. The requirements of this Section shall survive the expiration of the Term of this Agreement.

23.3 Ongoing Compliance Review

City intends review Franchisee's performance on an ongoing basis to ensure compliance with the terms and provisions of this Agreement. Franchisee shall provide any and all information reasonably requested by the City Administrator in connection with its efforts to ensure compliance with the terms hereof, regardless of whether such information is specifically otherwise called out herein as an item that Franchisee is required to maintain and provide to City.

23.4 Discretionary Audit

From time to time the City Administrator may request Franchisee to make available any or all of its records related to performance hereunder available to an independent auditor or examiner, to be selected by the City, for auditing and examination purposes (a "Discretionary Audit"). City shall bear the cost of any Discretionary Audit except as otherwise provided herein. Should any Discretionary Audit reveal an underpayment of any Franchise Fee required pursuant to this Agreement, the amount of such underpayment shall become due and payable to City not later than fifteen (15) days after written notice of such underpayment is sent to Franchisee by City, complete with any additional late charges as set forth herein. If a Discretionary Audit reveals inaccuracies or inconsistencies in more than five percent (5%) of all Customer accounts, either with Franchisee's operations or billing systems, or an underpayment of Franchise Fees of more than three percent (3%), Franchisee shall bear the entire cost of such Discretionary Audit.

SECTION 24. RULES AND REGULATIONS OF CITY ADMINISTRATOR

The City Administrator shall have the power to establish rules and regulations respecting Solid Waste Handling Services, provided they augment and are not inconsistent with the provisions of this Agreement.

SECTION 25. GENERAL PROVISIONS

25.1 Force Majeure

Franchisee shall not be in default under this Agreement in the event that its ability to provide Solid Waste Handling Services or Temporary Services, in compliance with its obligation to do so hereunder, is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, strikes or other labor disturbances lasting

five (5) days or less, explosion, natural disasters such as floods, earthquakes, landslides, and fires, or "other catastrophic events" which are beyond the reasonable control of Franchisee. The term "other catastrophic events" does not include: (i) the financial inability of Franchisee to perform; (ii) failure of Franchisee to obtain any necessary permits or licenses from other governmental agencies; (iii) the failure to obtain the right, or the loss of the right, to use the facilities of any public utility where such failure is due in substantial part to the acts or omissions of Franchisee; or (iv) strikes or other labor disturbances lasting longer than five (5) days.

25.2 Independent Contractor

Franchisee is an independent contractor and not an officer, agent, servant, or employee of City. Franchisee is solely responsible for the acts and omissions of its officers, agents, employees, and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Franchisee.

25.3 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees, agents, or subcontractors of Franchisee to private or public property shall be promptly repaired or replaced at Franchisee's expense.

25.4 Right of Entry

Franchisee shall not have the right, until Franchisee receives permission from the property owner, to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Temporary Services and/or Solid Waste Handling Services pursuant to this Agreement.

25.5 Law to Govern; Venue

The laws of the State of California shall govern this Agreement. In the event that any provision of this Agreement conflicts with the City's Municipal Code, the City's Municipal Code shall prevail. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

25.6 Amendment

This Agreement is intended to carry out City's obligations to comply with the provisions of AB 939 and AB 341, as implemented by regulations of CalRecycle. In the event that, after the effective date of this Agreement, AB 939 or AB 341 is amended, or other state or federal laws or regulations are enacted and prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Except as otherwise expressly stated herein, no other amendment of this Agreement shall be valid unless it is in writing and duly executed by the parties.

25.7 Notices

All notices required or permitted to be given under this franchise shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of Vernon
 Attn: City Administrator
 4305 Santa Fe Avenue
 Vernon, CA 90058

To Franchisee: **CALMET, INC./METROPOLITAN WASTE
DISPOSAL**

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed given on the date served if served personally between the hours of 7:00 a.m. to 5:30 p.m. on any regular business day for City's business offices. If mailed, notice shall be deemed given three (3) business days from the date such notice is deposited in the United States mail in the manner proscribed above.

25.8 Savings Clause

If any non-material provision of this Agreement is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

25.9 Attorneys' Fees and Litigation Costs

In the event either party brings any action or proceeding to enforce or interpret the terms of this Agreement, the prevailing party in any such action or related proceeding shall be entitled to recover its reasonable attorneys' fees and other litigation costs and expenses.

25.10 City's Authorized Agent

Notwithstanding anything contained herein to the contrary, and excepting amendments hereto and such actions set forth herein specifically calling for City Council action or approval, the City Administrator is designated as the City's authorized agent to take any action with regard to any matter, or enforce any right, set forth herein requiring action by the City.

25.11 Franchisee's Authorized Agent

Franchisee shall, by the Effective Date of this Agreement, designate in writing a authorized agent who shall serve as the representative of Franchisee in all matters relating to this Agreement.

25.12 Waiver

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision.

The subsequent acceptance by either party of any monies that become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

25.13 Entire Agreement

This Agreement represents the full and entire agreement between the parties with respect to the matters covered herein. Parties, whether written or oral.

25.14 Headings

The section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

25.15 Reference to Laws

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

25.16 Compliance with Law

In providing the services required under this Agreement, Franchisee shall at all times, at its sole cost, comply with all Applicable Laws, including the laws and regulations of the United States, the State of California, the provisions of the City's Municipal Code, and any federal, state, regional or local administrative and regulatory agencies.

[Signatures Begin on Next Page].

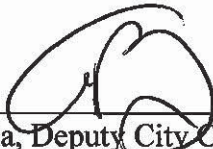
IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date stated in the introductory clause.

"City"

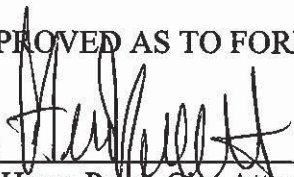
CITY OF VERNON

By: 
W. Michael McCormick, Mayor

ATTEST:


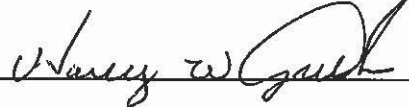
By: 
Ana Barcia, Deputy City Clerk

APPROVED AS TO FORM:

By: 
Hema Patel, City Attorney

"Franchisee"

**CALMET, INC. /
METROPOLITAN WASTE
DISPOSAL**


By: 
Its: Gen MGR
William Kalpakoff
By: 
Its: Chief Financial Officer

CITY CLERK'S OFFICE

INTEROFFICE MEMORANDUM

DATE: December 11, 2014

TO: Leonard Grossberg, Director of Health & Environmental Control

FROM: Deborah Juarez, Records Management Assistant 

RE: Ordinance No. 1226 - Solid Waste Non-Exclusive Franchise Agreement – Athens Disposal Company, Inc. – Effective January 1, 2015

Please find enclosed for your transmittal to the appropriate party, one fully executed original agreement which was approved through Ordinance No. 1226, by City Council on November 4, 2014. The City Clerk's Office has retained an original for the file.

Please ensure that a copy of the transmittal correspondence is sent to my attention.

Thank you.

Enclosure

c: Ordinance No. 1226
Agreement No. 14-100



HEALTH & ENVIRONMENTAL CONTROL DEPARTMENT

Leonard Grossberg, Director / Health Officer
4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811
December 11, 2014

Athens Disposal Company, Inc.
P. O. Box 60009
City of Industry, CA 91716-0009
Attn: Dennis M. Chiappetta

Subject: City of Vernon Standard Non-Exclusive Franchise Agreement for Solid Waste Management Services with Athens Disposal Company, Inc.

Dear Mr. Chiappetta:

Attached are your firm's signed original of the subject Agreement, and a blank copy of a Quarterly Solid Waste Report. Please secure the Agreement such that you may refer to it in the future to confirm its exact terms. Also, please attach to the Agreement any notices you receive which amend the Agreement, according to the provisions described within it. Please make copies of the report form as you may need them for future reporting. Alternatively, you may log onto the City's website at www.cityofvernon.org, and look under Environmental Health forms for an electronic version.

Please contact this office at 323-583-8811 if you have any questions or require further clarification.

Sincerely,

Leonard Grossberg, M.P.A., R.E.H.S.
Director/Health Officer

Enclosures: Non-Exclusive Franchise Agreement

RECEIVED

DEC 10 2014

**HEALTH
DEPARTMENT**

AGREEMENT

BY AND BETWEEN

CITY OF VERNON

AND

ATHENS DISPOSAL COMPANY, INC.

FOR

**NONEXCLUSIVE FRANCHISE AGREEMENT FOR COMMERCIAL
SOLID WASTE COLLECTION**

EFFECTIVE January 1, 2015

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AGREEMENT

This Nonexclusive Franchise Agreement ("Agreement") is entered into to be effective as of the 1st day of January 2015, by and between the City of Vernon, a California charter City and California municipal corporation ("City") and ATHENS DISPOSAL COMPANY, INC., ("Franchisee") (collectively, the "Parties") to provide for commercial solid waste handling services within the City.

R E C I T A L S:

A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all solid waste within their jurisdictions.

B. Pursuant to California Public Resources Code Section 40059(a), the City Council of the City has determined that entering into a nonexclusive franchise for commercial Solid Waste Handlings Services within the City limits is in the best interest of City to comply with AB 939 while at the same time fostering competition.

C. City and Franchisee are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of Solid Waste, including AB 939, AB 341, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Franchisee desire to leave no doubts as to their respective roles, and to memorialize that by entering into this Agreement, City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Franchisee, not City, who is "arranging for" the collection, transport for disposal, composting, and recycling of municipal Solid Waste in the City which may contain hazardous substances. City and Franchisee understand and agree that it is Franchisee, and not City, who will arrange to collect Solid Waste, that City has not, and, by this Agreement does not, instruct Franchisee on its collection methods, nor supervise the collection process, nor do the Parties intend to place title to such Solid Waste in City, but rather intend that whatever, if any, title in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Franchisee, and further that if Franchisee gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement. By entering this Agreement City and Franchisee further desire to confirm that Franchisee has agreed to indemnify the City in connection with any claims relating to the inadvertent or intentional collection, transportation and/or disposal of hazardous materials that may occur in connection with Franchisee's performance under this Agreement.

D. Franchisee has agreed, as part of this Agreement, to provide such services as are necessary or desirable to ensure City complies with the requirements of AB 939, AB 341 and Public Resources Code Section 40000, et seq.

COVENANTS:

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, City and Franchisee hereby agree as follows:

SECTION 1. RECITALS

The Parties acknowledge the above recitals are true and correct and incorporate them herein as if they were fully restated.

SECTION 2. DEFINITIONS

Whenever any term used in this Agreement has been defined by the California Public Resources Code or Chapter 12 of the City's Municipal Code, the definition of such term set forth therein shall apply unless the term is otherwise defined in this Agreement.

2.1 AB 341

"AB 341" shall mean Assembly Bill 341 from the 2011-2012 Regular Session of the California Legislature (Chapter 476, Statutes 2011).

2.2 AB 939

"AB 939" shall mean that state legislation commonly known as the California Integrated Waste Management Act (Chapter 1095, Statutes 1989, as amended), as codified in California Public Resources Code Section 40000 et seq.

2.3 Affiliate

"Affiliate" means a business in which Franchisee owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Franchisee and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Franchisee. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

2.4 Animal Waste

"Animal Waste" shall mean animal carcasses, dead animals, and/or parts or portions of dead animals. Animal Waste shall not include manure.

2.5 Applicable Laws

"Applicable Laws" shall mean all federal, state, county, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having jurisdiction over an aspect of this Agreement that are in force on the effective date, and as may be enacted, issued or amended thereafter, including without limitation City's Municipal Code, AB 939 and AB 341.

2.6 Billings

"Billings" or "Billing" or "Bill" means the statements of charges provided to Customers for services rendered by Franchisee pursuant to the terms of this Agreement.

2.7 Bins

"Bins" shall mean a Container, commonly referred to as dumpsters, including compactors and any similar such devices, with a capacity of under ten (10) cubic yards.

2.8 Cart

"Cart" means a plastic container provided by Franchisee for collection, with a hinged lid and wheels serviced by an automated process, as opposed to a manual process of lifting and dumping, having a capacity of under one hundred fifty (150) gallons.

2.9 City Administrator

"City Administrator" shall mean the City Administrator of the City of Vernon or his/her duly authorized representative or designee. Unless otherwise directed by the City Administrator, the Director of Health and Environmental Control shall be the City Administrator's designee.

2.10 City Limits

"City Limits" shall mean the territorial boundaries of the City together with all amendments and changes thereto, which boundaries are depicted on maps, incorporated herein by reference.

2.11 Collect/Collection

"Collect" or "Collection" shall mean to take physical possession of, transport, and remove Solid Waste from a Premises.

2.12 Commercial Premises

"Commercial Premises" means Premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding Residential Premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property.

2.13 Construction and Demolition Debris

"Construction and Demolition Debris" means Solid Waste generated, produced, or discarded in connection with construction, demolition, landscaping, land clearing, or general clean-up activities within the City, including, but not limited to, concrete, plaster, drywall, green waste, wood, wood scraps, metals, dirt, rock and rubble, without regard to whether such materials are recycled.

2.14 Container

"Container" means any and all types of Solid Waste receptacles, including Carts and Bins, and Rolloff Boxes.

2.15 Customer

"Customer" or "Customers" shall mean any person receiving Solid Waste Collection services from Franchisee within the Franchise Area.

2.16 Environmental Laws

"Environmental Laws" means all federal and state statutes, county, local and City ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; and the Federal Clean Water Act, 33 USC §1251 et seq..

2.17 Franchise Area

"Franchise Area" shall mean all Premises within the City Limits, including Premises which may be annexed and thereby added to the City limits following the effective date.

2.18 Franchise Fee

"Franchise Fee" shall mean the franchise fee set forth and more fully defined in Section 10 hereof.

2.19 Franchisee

"Franchisee" shall mean ATHENS DISPOSAL COMPANY, INC., the entity granted the nonexclusive franchise pursuant to this Agreement, or any party

permitted pursuant to the terms hereof permitted to become the successor or assignee thereof.

2.20 Gross Receipts

"Gross Receipts" shall mean and include all monies, fees, charges, consideration, and revenue received by or imputed to Franchisee and any Affiliate, in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of Franchisee pursuant to this Agreement. Gross Receipts includes, without limitation, monthly or quarterly Customer charges that are received by Franchisee for Collection of Solid Waste, without subtracting Franchise Fees, fees imposed and collected pursuant to this Agreement, sums collected in connection with Temporary Services, charges imposed and collected related to disposal and processing of Solid Waste, and transportation charges. Gross Receipts does not include revenue from the collection or sale of Recyclable Material, Green Waste, food waste, and other material which is diverted from disposal. Gross receipts includes any compensation for Solid Waste Collection in which the material is delivered for Transformation.

2.21 Hazardous Substance

"Hazardous Substance" shall mean any of the following: (a) any substances defined, regulated or listed as "Hazardous Substances," "hazardous materials," "Hazardous Wastes," "toxic waste," "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7401 et seq.; and (vii) California Water Code §13050; and (b) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local laws or regulations, including any of the Environmental Laws, currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

2.22 Hazardous Waste

"Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code sections 25110.02, 25115, and 25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

2.23 Large Residential Premises

"Large Residential Premises" means residential premises with five or more dwelling units.

2.24 Person

"Person" shall mean any individual, firm, association, organization, partnership, corporation, group or other entity.

2.25 Premises

"Premises" shall mean any land, building, and/or structure within the City limits where Solid Waste is generated or accumulated.

2.26 Recyclable Material

"Recyclable Material" or "Recyclables" shall mean that Solid Waste capable of being recycled, including but not limited to Green Waste, glass, newsprint, newspaper, aluminum, cardboard, certain plastics or metal.

2.27 Residential Premises

"Residential Premises" shall mean all premises upon which Dwelling Units exist.

2.28 Rolloff Box

"Rolloff Box" means Solid Waste Collection Containers of ten (10) cubic yards or larger, including compactors.

2.29 Solid Waste

"Solid Waste" shall mean and include all solid waste as defined in Public Resources Code section 40191, as it may be amended from time to time. Solid Waste does not include hazardous waste (Class I), low-level radioactive waste, untreated medical waste, or special wastes as defined herein.

2.30 Solid Waste Handling Services

"Solid Waste Handling Services" means the Collection, transfer, transport, recycling, processing, and disposal of Solid Waste for Premises within the City.

2.31 Special Wastes

"Special Wastes" shall mean wastes other than Solid Waste including sewage, sludge, industrial sludge, asbestos, auto bodies, tires, used motor oil, Hazardous Waste, Animal Waste, explosive substances, radioactive materials, acids, solvents and other materials which may not be disposed of at a Class III landfill or which require special handling.

2.32 Temporary Service

"Temporary Service" shall mean Solid Waste Handling Services provided by Franchisee on an as-needed and temporary basis to any Premises within the City in conjunction with construction, demolition, cleanup or other projects, and by use of temporarily placed Bins or Rolloff Boxes.

2.33 Transformation

"Transformation" means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. "Transformation" does not include composting.

SECTION 3.

GRANT OF NONEXCLUSIVE FRANCHISE FOR SOLID WASTE HANDLING SERVICES FROM COMMERCIAL PREMISES AND FOR PROVIDING TEMPORARY SOLID WASTE HANDLING SERVICE

3.1 Scope of Franchise

3.1.1 General Grant.

City hereby grants to Franchisee and Franchisee hereby accepts from City, for the Term, the nonexclusive contract, right, and privilege to Collect, transport, and dispose of Solid Waste generated or accumulated within the Franchise Area. The rights granted pertain to: (1) Solid Waste Handling Services occurring on a regular schedule (such as weekly service) at Commercial Premises and Large Residential Premises, and (2) Temporary Services, including the collection of Construction and Demolition Debris, at any Premises in the City. The nonexclusive franchise, right and privilege to provide Solid Waste Handling Services within City granted to Franchisee by this Agreement shall be interpreted to be consistent with all applicable state and federal laws. In the event that future interpretations of current law or future enactments limit the ability of City to lawfully grant Franchisee the scope of services as specifically set forth, Franchisee agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Franchisee as a result thereof.

3.1.2 Limitations on Scope of Franchise.

This Franchise Agreement shall be nonexclusive, and no provision hereof shall be deemed to require City to grant similar franchises to one or to any particular number of franchisees, nor to restrict or prohibit City from doing so.

3.1.3 Matters Excluded from Scope of Franchise

Notwithstanding any other contrary provisions set forth in this Agreement, the nonexclusive franchise granted herein shall exclude the Collection, transportation, recycling, and disposal of:

(A) any Solid Waste otherwise within the scope of this Agreement which is transported by a Self Hauler as that term is used in the City's Municipal Code, or any other City ordinance, resolution, regulation or policy;

(B) the sale or donation of Recyclable Material by the person or entity that generated such Recyclable Material (the "Generator") to any person or entity other than Franchisee; provided, however, to the extent permitted by law, if the Generator is required to pay monetary or non-monetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material to any person or entity other than Franchisee, the fact that the Generator receives a reduction or discount in price (or in other terms of the consideration the Generator is required to pay) shall not be considered a sale or donation;

(C) any Solid Waste otherwise within the scope of this Agreement which is Collected or transported to a disposal or recycling facility by City employees in the course and scope of their employment with City;

(D) the Collection, transportation, or disposal of Hazardous Waste; Universal Waste; E-Waste; biohazardous waste; untreated medical waste; infectious waste; Animal Waste; used cooking fats, oils, grease and similar waste; or other materials which do not constitute Solid Waste;

(E) the Collection, transportation, and disposal of Construction and Demolition Debris by a contractor, handyman, repairman, or other similar service provider, using its own equipment, as an incidental part of the services provided to its Customers, rather than as a hauling service, provided that such waste is not Collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials;

(F) the Collection, transportation, and disposal of green waste and related Solid Waste by a gardener, or landscaper, as an incidental part of the gardening or landscaping services provided to its customers, rather than as a hauling service provided that such Solid Waste is not collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials; and

(G) Solid Waste Handling Services provided by any Person having a legal right to continue doing so, as long as and to the extent such legal right continues to exist; except that to the degree any territory in which Franchisee has a franchise granted by another governmental entity is annexed into City during the Term, Franchisee agrees the provisions of this Agreement shall apply to such territory and further acknowledges that this Agreement constitutes any notice required by the Public Resources Code in connection therewith.

(H) By products of sewage treatment, including sludge, sludge ash, grit and screenings.

(I) Residue or non-processible waste from a facility with a solid waste facility permit granted by CalRecycle, including waste transfer material recovery, composting, and Transformation facilities.

3.1.4 City's Right to Designate Solid Waste Facility

The City reserves the right to direct or prohibit the Franchisee to deliver solid waste to any waste processing facility, waste transfer station, or disposal facility designated by the City. Franchisee agrees to comply with any written directions by the City to use, or refrain from using, any particular waste processing facility, waste transfer station, or disposal facility.

SECTION 4. ACCEPTANCE; WAIVER

Franchisee agrees to be bound by and comply with all the requirements of this Agreement. Franchisee waives Franchisee's right to challenge the terms of this Agreement under federal, state, or local law, or administrative regulation. Franchisee waives any right or claim to serve the City or any part of the City under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity including any right under Section 49520 of the Public Resources Code.

SECTION 5. TERM

The term of this Agreement (the "Term") shall be for five (5) years. The Term shall end at midnight on December 31, 2019, unless this Agreement is terminated sooner pursuant to Section 17, or otherwise. The Term shall be automatically extended on January 1, 2020, and on January 1 of each subsequent year for a total of five (5) one (1) year extensions, unless the City has provided written notice to Franchisee to terminate the automatic extensions on or by December 31st date immediately preceding the automatic renewal date (i.e. at least one year before). While it is the present intent of the City Council to permit the Agreement to automatically renew so that the Term is extended, the decision to terminate the automatic extensions shall be subject to the City Council's sole, absolute and unfettered discretion.

SECTION 6. CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Franchisee's continued right to the benefits conveyed herein:

6.1 Accuracy of Representation

All representations and warranties made by Franchisee and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement.

6.2 Furnishing of Insurance and Bond or Letter of Credit

Franchisee shall have furnished evidence of the insurance and Surety required by Sections 13 and 14 hereof, and shall comply with all ongoing requirements relating thereto.

6.3 Effectiveness of City Council Action

The City Council's Ordinance approving this Agreement shall have become effective pursuant to California law.

6.4 Payment of Fees and Costs

Franchisee shall have made payment to City of all fees, costs and other payments due as more fully set forth in Section 10.

SECTION 7.

SOLID WASTE HANDLING SERVICES PROVIDED BY FRANCHISEE

7.1 General

7.1.1 Equipment

Franchisee shall furnish all labor, supervision, materials, supplies, and equipment necessary to provide for all services required by the terms of this Agreement.

7.1.2 Performance Standards

Franchisee shall perform Solid Waste Handling Services as required hereunder in a workmanlike manner consistent with good housekeeping standards and all relevant provisions of Applicable Laws.

7.1.3 Noise and Disruption

Franchisee shall perform Solid Waste Handling Services in such a manner as to minimize noise and other disruptive impacts including, without limitation, those upon traffic. Franchisee shall use its best efforts to coordinate its Collection schedules such that street sweeping on any given street shall occur the business day following Collection of Solid Waste by Franchisee.

7.1.4 Replacement of Containers

Franchisee shall replace all Containers in the location upon the property of each Customer designated for storage thereof, and shall secure gates, doors, and/or enclosures when applicable.

7.1.5 Franchisee's Containers

(A) Franchisee shall maintain Containers in good repair, and any question as to the meaning of this standard shall be resolved by the City Administrator. By way of

example, and not limitation, seams in the container interior shall be ground to a finish which will prevent the accumulation of organic matter. Wheels, forklift slots, and other appurtenances which were designed for the movement, loading or unloading of the container shall be maintained in good repair.

(B) Franchisee shall deliver replacement Containers to each Customer at no additional charge.

(C) All Containers Carts shall be maintained reasonably watertight condition so as to ensure all NPDES permit requirements are met.

(D) Within twenty-four (24) hours after becoming aware of it (Sundays and holidays excepted), Franchisee shall repair and maintain, remove graffiti from, and replace lost, stolen or damaged Containers at no charge to Customers. Franchisee shall be entitled to charge Customers for the replacement of any Container that has been damaged by a Customer's willful neglect or abuse, ordinary wear and tear excepted.

(E) Franchisee shall at Customer's request annually refurbish, replace, and steam clean as necessary all Bins and Rolloff Boxes at no charge to Customers. City may require the steam cleaning or replacement of Bins utilized at restaurants, bars and grocery stores/markets more frequently if it determines such action is needed to protect public health and safety. When requested or required, Franchisee shall provide a replacement Bin/Rolloff Box to Customers at no charge.

(F) All Bins and Rolloff Boxes shall be kept painted in a uniform fashion and shall be identified with Franchisee's name and phone number in letters not less than three inches high with a 3/8 inch stroke on its exterior so as to be visible when the Container is placed for use.

(G) At a Customer's request, Franchisee shall provide Bins with locking lids and locks.

7.1.6 Missed Pick-ups

In case of a missed pick-up called in by a Customer, Franchisee shall Collect Solid Waste and Recyclable Material from such Customer no later than the next day of the pick-up week following the date of the call. Franchisee shall maintain records of the addresses of all missed pick-ups. The Customer service phone system required by Section 9.2.2 hereof is intended, among other things, to serve as a "hotline" for Customers to call in the event Solid Waste placed for Collection is not Collected by Franchisee and to facilitate having such Solid Waste Collected as soon as reasonably possible.

7.1.7 Record of Non-collection

As more fully set forth herein, Franchisee shall Collect all Solid Waste placed for Collection by Customers in Containers, excepting materials that do not meet the definition of Solid Waste (such as hazardous materials) or which are commingled with such materials. Whenever Franchisee determines not to Collect any Solid Waste deposited for Collection,

Franchisee shall leave a tag at least 2" by 6" in size, indicating the reason for Franchisee's refusal to do so. This information may be either handwritten or left by means of a check system (i.e., checking off boxes on a preprinted form). The tag shall provide Franchisee's business name and local telephone number and shall be securely fastened to the Container or the article refused. Franchisee shall maintain a record of all such taggings at its place of business. Such record shall contain the date of such notice, street address, reason for non-collection, and a summary of any communications between Franchisee and the Customer involved. Such notice may be inspected by representatives of City upon request.

7.1.8 Health Permit

Franchisee agrees to obtain annually a City of Vernon Health Permit and affix a City-issued permit verification plate, decal, or gummed sticker to each of its Collection Vehicles operating in the City.

7.2 Solid Waste Handling Services

7.2.1 Bins and Rolloff Boxes

Franchisee shall provide all of its Customers with at least one Bin and/or Rolloff Box for Collection of mixed Solid Waste, and shall Collect all Solid Waste placed therein for Collection not less than once per week. Franchisee shall provide additional Containers and Collections to Customers upon request, or as may be required by City's Municipal Code, health and safety requirements, or by the City Administrator. Bins and Rolloff Boxes shall be Collected by Franchisee from the location upon each Customer's property designated for their storage, and replaced to that location with gates and/or doors secured, as applicable, after Collection is completed, unless different arrangements are agreed upon by the Customer and Franchisee.

7.2.2 Carts

As an alternative to the requirements of Section 7.2.1 and upon written approval of the City Administrator, Franchisee shall offer Collection in refuse Carts to Customers that do not have space for, or do not generate enough waste to require the use of Bins for Collection. If Franchisee and Customer have a disagreement as to whether a refuse Cart is appropriate, or if City determines the Collection in a Refuse Cart causes health and safety or other concerns, the City Administrator shall make the final determination as to whether Collection in a refuse Cart may occur.

7.2.3 Recycling Services

Franchisee shall offer and provide a recycling program (the "Recycling Program") that meets the standards required under AB 341 and enables the City to achieve the required diversion rates specified by Applicable Laws. Franchisee shall promptly notify the City if it has reason to suspect that the City will not be able to achieve the required diversion rates. Franchisee shall produce, keep current, and provide public information specifically outlining its Recycling Program, which shall specifically include the annual publication and distribution of a brochure describing this service to all applicable Customers in City. The City Administrator may require Franchisee to modify its Recycling Program as deemed appropriate to ensure City is

in compliance with all Applicable Laws. In such event the City Administrator may require the Franchisee to achieve state specified diversion rates, and failure to achieve such rates shall constitute a material breach of the franchise. In addition to any other minimum requirements of the Recycling Program, Franchisee shall, prior to landfilling, process all mixed waste from Bins or Rolloff Boxes to recover Recyclable Materials. Franchisee shall be required to achieve any minimum recovery rate for processing mixed waste which is required by CalRecycle or any Applicable Laws.

7.3 Temporary Services

Franchisee shall provide Temporary Services on an on call basis to any Customer requesting such service pursuant to the following conditions:

(A) Temporarily placed three (3) cubic yard Bins may be used for small cleanup type projects; provided, however, Bins used for such purposes shall not remain at the same address for a period that exceeds four consecutive weeks. Bins used for Temporary Service shall not remain in any public rights-of-way for a period exceeding two consecutive weeks. Bins may not be placed in any public rights-of-way so as to create a safety hazard or so as to block any right-of-way to a degree that it is not reasonably usable. Bins placed in City's rights-of-way shall be subject to such requirements as may be imposed by City, and at a minimum shall be equipped with reflectors, reflective tape, reflective paint, or other reflective devices which, to the satisfaction of the City Administrator, make such Bins reasonably visible to vehicle traffic at night.

(B) Franchisee shall work with Customers requesting Construction and Demolition Debris Collection services to ensure compliance with the City's ordinance regulating the recycling and disposal of construction and demolition waste.

(C) Franchisee shall also make all reasonable efforts to recycle all construction and demolition waste it Collects, especially to the degree such loads contain clean inert materials. If applicable, Franchisee shall make available to Customers involved in construction separate containers within which to Collect different types of marketable materials, such as dirt, steel, concrete and wood.

7.4 Recycling Obligations and Public Education Program

7.4.1 Minimum Requirements for Recyclable Materials and Rolloff Boxes

All Rolloff Boxes, whether for regular weekly service or Temporary Service shall be delivered to a properly permitted facility for recycling and reuse purposes.

7.4.2 Extent of Applicable Franchise Rights

Nothing in this Agreement shall be construed as giving Franchisee the right to Collect Recyclable Material which has not been discarded and placed for Collection by Franchisee in the location designated for that purpose.

7.4.3 AB 939 Obligations, Guarantee, and Indemnification

7.4.3.1 Warranties and Representations

Franchisee warrants and represents that it is aware of and familiar with City's Source Reduction and Recycling Element (the "SRRE") and City's waste stream, and that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the diversion goals set forth in AB 939 and AB 341. Stated otherwise, Franchisee acknowledges that it is responsible for ensuring that its various programs achieve the diversion requirements. Franchisee specifically acknowledges that the City's current mandated diversion goal as set forth pursuant to the Applicable Laws is 50%, and that this is subject to possible modification pursuant to the provisions of AB 341.

7.4.3.2 Mutual Cooperation.

City and Franchisee shall reasonably cooperate in good faith with all efforts by each other to meet City's diversion and other compliance requirements imposed by AB 939, AB 341 and other Applicable Laws. In this regard, City's obligations shall include, without limitation, making such petitions and applications as may be reasonably requested by Franchisee for time extensions in meeting diversion goals, or other exceptions from the terms of AB 939, AB 341 and Applicable Laws.

7.4.3.3 Waste Reduction and Program Implementation

Franchisee shall implement the programs identified in the SRRE of the City's General Plan immediately upon the Effective Date. Franchisee shall provide City with monthly, quarterly and annual written reports in a form adequate to meet City's AB 939 and AB 341 related filing and reporting requirements to CalRecycle and to the County of Los Angeles. .

7.4.3.4 Guarantee and Indemnification

Franchisee warrants and guaranties that it will carry out its obligations under this Agreement such that, with respect to the Customers it services under this Agreement: (i) both it and City will at all times be in compliance with the requirements of all Applicable Laws including specifically AB 939 and AB 341, and (ii) City will meet or exceed the diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in AB 939, AB 341. In this regard, Franchisee agrees that it will, in addition to any other requirement contained herein, at its sole cost and expense:

(A) to the extent legally permitted, defend, with counsel approved by City, indemnify, and hold harmless City against all fines and/or penalties and liabilities imposed by CalRecycle or any other regulatory agency if: (1) Franchisee fails or refuses to timely provide information relating to its operations pursuant to this Agreement or any Applicable Laws and such failure or refusal prevents City from submitting timely reports as required by Applicable Laws; or (2) the source reduction and recycling goals, diversion goals, program implementation requirements, or any other requirements of

Applicable Laws are not met with respect to the waste stream Collected under this Agreement;

- (B) assist City in responding to inquiries from CalRecycle;
- (C) assist City in preparing for, and participating in, any review of City's SRRE pursuant to Applicable Laws;
- (D) assist City in applying for any extension, including under Public Resources Code Section 41820;
- (E) assist City in any hearing conducted by CalRecycle relating to City's compliance with Applicable Laws;
- (F) assist City with the development of and implement a public awareness and education program that is consistent with the City's SRRE and requirements of Applicable Laws;
- (G) provide City with recycling, source reduction, and other technical assistance related to compliance with Applicable Laws;
- (H) defend, with counsel acceptable to City, City and City's officials, employees, and agents against the imposition of fines and/or penalties, or liabilities, issued by CalRecycle pursuant to AB 939; and
- (I) be responsible for and pay, any fees, penalties or other costs imposed against the City by CalRecycle, and indemnify and hold harmless City from and against any fines, penalties, or other liabilities, levied against it for violation of AB 939's diversion requirements, or any Applicable Laws, arising from or related to Franchisee's performance of its obligations under this Agreement.

7.4.4 Waste Generation/Characterization Studies

City must perform Solid Waste generation and disposal characterization studies periodically to comply with the requirements of AB 939. Franchisee agrees to participate and cooperate with City and its agents to accomplish studies and data collection and prepare reports, to determine weights and volumes of Solid Waste Collected and characterize Solid Waste generated, disposed, transformed, diverted or otherwise handled/processed to satisfy the requirements of AB 939.

7.4.5 Implementation of Additional Diversion Services

In the event City does not meet the current diversion goal of 50% imposed by AB 939, or other Applicable Laws, City may direct Franchisee to perform additional services (including the implementation of new diversion programs) or modify the manner in which it performs existing services. Pilot programs and innovative services which may entail new Collection methods, and use of new or alternative waste processing and disposal technologies are included among the kinds of changes which City may direct.

7.5 Additional Services

Franchisee shall provide the following additional services at no charge, unless otherwise specified below. Franchisee shall not adjust its rates to Customers to offset costs incurred in providing any of the following services:

7.5.1 Monitoring and Cleaning of Bin Enclosures

Franchisee shall work with the City Administrator in identifying and resolving continual problems with overflowing Bins or Bin enclosures, and/or other unsanitary conditions caused by Customers. Franchisee shall clean out any overflowing Bins or Bin enclosures within City within twenty-four (24) hours of notification by City. Franchisee may reasonably bill Customers for any such services when they are required by City.

7.5.2 Handling of Electronic Waste

Franchisee shall Collect electronic waste, or "e-waste," and/or universal waste, from any Customer in the manner set forth herein, but shall handle and dispose of such materials in accordance with all Applicable Laws.

7.6 Special Services

Franchisee may provide special pickup procedures or services in addition to the services described herein for Customers who request or require such services at reasonable rates established by Franchisee. Franchisee shall notify the City Administrator of any such services prior to such time as they are provided in order to allow the City an opportunity to conduct necessary inspections and impose appropriate regulations.

SECTION 8. MINIMUM STANDARDS FOR FRANCHISEE'S SOLID WASTE HANDLING SERVICE COLLECTION VEHICLES

8.1 General

Franchisee shall provide vehicles for the Collection of Solid Waste ("Collection Vehicles") that are sufficient in number and capacity to perform the work required by this Agreement. Franchisee shall have available on Collection days sufficient back-up vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. Upon or prior to the Effective Date of this Agreement and prior to the start of any extension period of this Agreement pursuant to Section 5, Franchisee shall provide City with a report containing the information required under South Coast Air Quality Management District's Rule 1193(d)(7).

8.2 Air Quality/Fuel Requirements

Franchisee's Collection Vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, the Air Resource Board, and any other federal, state and local laws and regulations that may be enacted during the Term.

8.3 Specific Requirements

Each Collection Vehicle shall meet the following minimum standards:

(A) Each Collection Vehicle shall be registered with the California Department of Motor Vehicles.

(B) Franchisee shall inspect regularly each Collection Vehicle to ensure compliance with the California Vehicle Code and the California Highway Patrol. Franchisee shall provide copies of its Biannual Inspection of Terminal ("BIT") inspection reports to City within 30 days of its receipt of such reports and shall make all records related to its vehicles available to City upon request.

(C) Each Collection Vehicle shall be continuously maintained to: (1) meet the highest industry standards to prevent liquid from leaking and to ensure each Collection Vehicle is "watertight" and "leak-proof" and, (2) at all times complies with the provisions of all Applicable Laws. All bodies and tanks shall be constructed of metal. All joints and seams shall be welded and the tank shall be leakproof. Franchisee shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes the vehicle.

(D) Each Collection Vehicle shall be cleaned and painted regularly if so that such vehicles do not become unsightly, as determined by the City Administrator.

(E) Franchisee's name, local or toll free telephone number, street address, and a vehicle number shall be visibly printed or painted in letters not less than three (3) inches in height with a 3/8 inch stroke on both sides of each Collection Vehicle. Any other information or signage printed, painted, or displayed on Franchisee's Collection Vehicles, when such Vehicles are providing Collection services within City Limits, shall be subject to approval by City.

(F) Each Collection Vehicle shall be maintained in a clean and sanitary condition both inside and out.

(G) Each Collection Vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a communication device to allow the driver to communicate directly with Franchisee's dispatcher and/or main office.

(H) Each Collection Vehicle shall be kept in good repair and working order, and shall be equipped with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry

(I) Franchisee shall inspect each Collection Vehicle to ensure that all equipment is operating properly. Collection Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Franchisee shall keep accurate records of all Collection Vehicle maintenance and repair, and shall make such records available to City upon request.

(J) No Collection Vehicle shall be utilized if it is leaking brake, hydraulic, or other fluids, and Franchisee shall clean up any leaks or spills from their vehicles per the NPDES permit in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.

(K) Upon request, Franchisee shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type and capacity.

(L) Franchisee shall utilize Collection Vehicles of a size, weight, nature, and type so as to not be unreasonably intrusive on the community with respect to noise, emissions, maneuverability, safety, and other factors to avoid or minimize pavement damage and wear and tear of the street or adjacent properties, as approved by the City Administrator.

(M) Franchisee shall not load Collection Vehicles in excess of the manufacturer's recommendations or limitations imposed by Applicable Laws.

8.4 Costs of Operation and Damages

Franchisee shall be responsible for any costs incurred in connection with ensuring all Collection Vehicles comply with all Applicable Laws, including without limitation any such laws that may be adopted relating to noise, fuels, emission standards, or weight limits.

8.5 City Inspection

City may cause or require any Collection Vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

SECTION 9.

FRANCHISEE'S SOLID WASTE HANDLING SERVICE PERSONNEL

9.1 Training and Legal Compliance

Franchisee shall provide operating and safety training that meets minimum OSHA standards for all personnel, and shall comply with all Applicable Laws.

9.2 Customer Service

9.2.1 Office Hours

Franchisee shall maintain a local office that at a minimum will be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday, holidays excepted ("Office Hours") with at least one qualified representative to communicate with the public

regarding Billings, complaints, customer service inquiries, etc. A similarly qualified person shall be available by phone during any times other than Office Hours when Collection is occurring.

9.2.2 Telephone Customer Service Requirements

Franchisee shall maintain a local or toll free telephone number at all times during Office Hours. Franchisee shall provide City with a 24-hour emergency number to a live person, not voice-mail.

9.2.3 Complaint Documentation

All service complaints shall be directed to Franchisee. Franchisee shall log all complaints received with date and time the complaint was received, the name, address and telephone number of the complaining party, a description of the complaint, the name of the employee recording the complaint and the action taken by Franchisee to respond to and remedy the complaint. All complaints shall be initially responded to within one (1) business day (Monday through Friday) of receipt. Logs of complaints shall be retained for a minimum of twenty-four (24) months and must be made available to City upon request. Franchisee shall provide to City on a monthly, quarterly, and annual basis, a complaint log.

9.2.4 Government Liaison

Franchisee shall designate in writing a "Government Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Customer complaints.

9.3 Education and Public Awareness

9.3.1 General

Franchisee acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve the requirements of AB 939 and AB 341. Accordingly, Franchisee agrees to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.

9.3.2 Written Program Materials

Franchisee shall make available information to reduce, reuse and recycle Solid Waste. .

9.3.3 Public Outreach

Franchisee shall promote recycling through presentations and educational materials to the Chamber of Commerce, construction contractors and other similar groups.

9.3.4 On-going Education Requirement – Corrective Action Notice

Franchisee shall have available a corrective action notification form for use in instances where a Customer sets out inappropriate materials for Collection that explains the appropriate manner for disposal of such items.

SECTION 10. FRANCHISEE'S CONSIDERATION

10.1 Franchise Fee

Franchisee shall pay to City, a franchise fee equal to 10 percent (10%) of Franchisee's Gross Receipts, or portion thereof, during the entire Term (the "Franchise Fee"). Said Franchise Fee shall be paid to City in four (4) quarterly payments, due on or before the last day of the month following after the end of each calendar quarter (i.e., on or before April 30, July 31, October 31, and January 31). Should any such due date fall on a day the City's business offices are closed, payment shall be due on the first day thereafter in which the City's business offices are open. The amount of each payment shall be equal to ten percent (10%) of Franchisee's Gross Receipts in the preceding calendar quarter. Franchise Fees shall be accompanied by a statement certified by an officer of Franchisee attesting to the accuracy of the amounts paid, and setting forth the basis for their calculation in a manner acceptable to City.

10.2 Franchise Fee Review

The Franchise Fee rate will be reviewed by City on an ongoing basis, but not more often than annually, and if deemed necessary by City may be reduced or increased by approval of a resolution of the City Council. City shall provide Franchisee with ninety (90) days advance written notice of any fee adjustment before taking effect.

SECTION 11. CHARGE FOR LATE PAYMENTS

If any Franchise Fee payment or other payment provided for in this Agreement (whether reimbursements, payments of funds collected in connection with billing services, or otherwise) is not received by the City, as set forth in Section 10 of this Agreement, Franchisee shall pay to the City a late payment fee in an amount equal to ten percent (10%) of the amount owing for that quarter. Franchisee shall pay an additional ten percent (10%) owing on any unpaid balance for each month following the initial thirty (30) day period the franchise fee remains unpaid. In no event shall the total late payment requirements exceed 60%. This amount is required in order to defray those additional expenses and costs incurred by City by reason of the delinquent payment. If a court of competent jurisdiction determines the late fees or other charges provided for herein exceed the limits permitted by Applicable Law, then: any such fees or charges shall be reduced by the amount necessary to reduce the fee or charge to the permitted limit.

SECTION 12.
FRANCHISEE'S BILLING SERVICES AND SYSTEMS

12.1 Billing

Franchisee shall provide services at rates it sets, charges to, and collects from Customers. Franchisee shall provide all Customers with itemized Bills. Franchisee's Bills shall not include separate itemization of a "Franchise Fee" or other similar designation relating to fees which Franchisee is required to pay to City. Franchisee shall reproduce and include in any Billing, at no additional cost, one page informational "inserts" provided by City.

12.2 Payment, Accounting Systems

All payments received by Franchisee shall be appropriately credited to Customer accounts and segregated from Gross Receipts from other jurisdictions, deposited in a bank account and accounted for utilizing generally accepted accounting principles.

SECTION 13.
FAITHFUL PERFORMANCE

13.1 Surety

As security for Franchisee's faithful performance of all obligations of this Agreement, Franchisee shall provide a surety mechanism (the "Surety") in the greater of the two following amounts: (a) Ten Thousand Dollars (\$10,000); (b) two and a half times the required average quarterly franchise payment from the prior numbered calendar year. The Surety may be comprised of either a performance bond and/or an irrevocable letter of credit, in a form approved by the City Attorney. The cost of the Surety shall be the sole responsibility of Franchisee. The Surety shall be released within thirty (30) days after both (i) the expiration of the Term; and (ii) Franchisee's satisfactory performance of all obligations hereunder.

13.1.1 Forfeiture of Surety

In the event Franchisee shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the Surety, as may be necessary to recompense and make whole the City, forfeited to the City. Upon partial or full forfeiture of the Surety, Franchisee shall restore the Surety to its original amount within thirty (30) days of the City's notice to do so. Failure to restore the Surety to its full amount within thirty (30) days shall be a material breach of this Agreement.

13.1.2 Use of Surety by City

Notwithstanding any provision hereof to the contrary, thirty (30) days following City providing Franchisee with written notice of its failure to pay City any amount owing under this Agreement, either the letter of credit or performance bond comprising the Surety may be utilized by City for purposes including, but not limited to: (1) Payment of sums due under the terms of this Agreement, including specifically liquidated damages; and (2) Reimbursement of City's costs to correct violations of this Agreement.

13.2 Replacement Letter of Credit

City may draw upon the entire letter of credit (if any) utilized to meet Franchisee's obligations pertaining to the Surety, and convert it to a cash deposit, if Franchisee fails to cause the letter of credit to be extended or replaced with another satisfactory letter of credit no later than sixty (60) days prior to its expiration.

SECTION 14. INSURANCE COVERAGE

Franchisee shall procure and maintain the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with Franchisee's performance hereunder. The insurance requirements hereunder in no way limit Franchisee's various defense and indemnification obligations, or any other obligations as set forth herein.

14.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).
2. The most recent editions of Insurance Services Office form number CA 00 01 1001 covering Automobile Liability, code 1 "any auto".
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

14.2 Minimum Limits of Insurance

Franchisee shall maintain in force for the Term limits no less than:

14.2.1 Comprehensive General Liability

Five Million Dollars (\$5,000,000.00) limit aggregate and Five Million Dollars (\$5,000,000.00) limit per occurrence for bodily injury, personal injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.

14.2.2 Automobile Liability

Five Million Dollars (\$5,000,000.00) limit aggregate and Five Million Dollars (\$5,000,000.00) limit per accident for bodily injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.

14.2.3 Workers' Compensation and Employers Liability

Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000.00) per accident.

14.2.4 Environmental Pollution Control Insurance

Franchisee shall maintain either an endorsement to its general liability policy, or a separate policy of insurance covering environmental pollution and contamination that names the City as an additional insured. Said coverage shall be in the amount of not less than Five Million Dollars (\$5,000,000) per occurrence, and Five Million Dollars (\$5,000,000) in the aggregate.

14.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. If, Franchisee does not have sufficient financial resources to protect the City from exposure with respect to any deductibles or self-insured retentions Franchisee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

14.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

14.4.1 General Liability and Automobile Liability Coverage

City shall be named as additional insureds in connection with liability arising out of activities performed by or on behalf of Franchisee; Premises owned, leased or used by Franchisee; and vehicles owned, leased, hired or borrowed by Franchisee. The coverage shall contain no special limitations on the scope of protection afforded to City. Franchisee's insurance coverage shall be the primary insurance for the City in connection with the above enumerated categories. Any insurance or self-insurance maintained by City shall be in excess of Franchisee's insurance and shall not contribute with it. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to City. Coverage shall state that Franchisee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.4.2 Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against City for losses arising from work performed by Franchisee for City.

14.4.3 All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

14.5 Acceptability of Insurers

The insurance policies required by this Section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better, unless otherwise approved by the City Administrator.

14.6 Verification of Coverage

Franchisee shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Article. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements must be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

14.7 Loss or Reduction in Insurance

In the event that Franchisee fails to retain or maintain insurance with the scope and amounts of coverage required hereunder, City shall have the right to either terminate this Agreement, or utilize funds from the Surety to obtain insurance coverage on behalf of Franchisee.

SECTION 15. ASSIGNMENT, SUBLETTING, AND TRANSFER; REQUIREMENTS AND LIMITATIONS

15.1 Assignment

Franchisee shall not assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement (collectively referred to as an "Assignment") to any other Person without the prior approval by the City Council. The City Council has unfettered discretion to approve or deny such an Assignment. Should the City consent to any Assignment request, such Assignment shall not take effect until all conditions relating to the City's approval have been met.

SECTION 16. REVIEW OF SERVICES AND PERFORMANCE

16.1 Performance Hearing

(A) Commencing in or about July 2017, and on a biennial basis thereafter, City may hold a hearing to review Franchisee's Solid Waste Collection efforts, source reduction, processing and other diversion services and overall performance under this Agreement (the "Solid Waste Services and Performance Review Hearing"). The purpose of the Solid Waste Services and Performance Review Hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, recycling, processing and disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and recycling and disposal system; and to ensure services are being provided by Franchisee with adequate quality, effectiveness and economy. If the number of Customer complaints regarding Franchisee's Solid Waste Collection are deemed by City to be excessive, City may also, at any time, with at least ninety (90) days advance notice, hold a Solid Waste Services and Performance Review Hearing.

SECTION 17.
CITY'S REMEDIES; DEFAULT AND TERMINATION

17.1 Notice of Default

If the City Administrator determines that Franchisee has defaulted in the performance of any obligation hereunder, or that Franchisee's performance has not been in conformity with reasonable industry standards obtained in similar cities in Southern California, the requirements of the City's Municipal Code, the requirements of CalRecycle, or any other Applicable Laws, the City Administrator may provide written notice to Franchisee of such default. The City Administrator may, in such written notice, set a reasonable time within which correction of such default shall be made. Unless otherwise specified, a reasonable time for correction shall be thirty (30) days from the date such written notice is given.

17.2 Failure to Cure

If Franchisee fails to cure default, to the satisfaction of the City Administrator, all deficiencies contained in the written notice thereof within the specified time, or if it is not reasonably possible to correct such deficiencies within the specified time, and Franchisee fails to commence to correct or remedy such deficiencies within the specified time, then the City Administrator may refer the matter to the City Council for review, or review the matter himself.

17.3 Review by City Administrator

If the City Administrator reviews the matter and determines that Franchisee has failed to properly or adequately cure any default set forth above, the City Administrator, in the exercise of his discretion, may terminate this Agreement, or take such other action as he deems appropriate to pursue any remedy available to City. A decision or order of the City Administrator shall be final and binding on Franchisee unless Franchisee files a "Notice of Appeal" with the City Clerk within five (5) business days of the date the notice of the City Administrator's decision is given. The City Administrator shall schedule any appeal for consideration by the City Council at the earliest feasible City Council Meeting following the date a Notice of Appeal is given to City.

17.4 City Council Review

In the event an appeal of a decision of the City Administrator is filed, or if the City Administrator refers the matter to the City Council without rendering a decision, the City Council shall set the matter for consideration before the City Council as a regular agenda item. In reviewing the matter the City Council may consider any information reported by the City Administrator regarding the deficiencies, and shall give Franchisee, a reasonable opportunity to be heard. Upon review, the City Council may terminate the Agreement, or to pursue any other remedy available to City.

17.5 Termination without Right to Cure

The above right of termination as a result of Franchisee's failure to timely cure any deficiency is in addition to City's right to terminate this Agreement without affording Franchisee an opportunity to cure in circumstances where Franchisee is determined by City to have

materially breached this Agreement. City shall thus be afforded the right to terminate this Agreement in the event of any material breach hereof by Franchisee without affording Franchisee the right to cure as a result of any action, inaction or circumstance which is a legally defined material breach, or is defined herein as a material breach, and/or under any of the following circumstances which are hereby specifically defined as material breaches:

- (A) If Franchisee practices, or attempts to practice, any fraud upon City.
- (B) If Franchisee becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Franchisee in a bankruptcy proceeding.
- (C) If Franchisee willfully violates any orders or rulings of any regulatory body having jurisdiction over Franchisee relative to this Agreement. So long as City's rights are not prejudiced during the pendency of any challenge to such orders or rulings by Franchisee, Franchisee may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no material breach of this Agreement shall be deemed to have occurred until a final ruling has been rendered.
- (D) If Franchisee ceases to provide Solid Waste Handling Services, including Collection of Solid Waste and/or Recyclable Material, as required under this Agreement with respect to all or any of the Customers it services under this Agreement for a period of seven (7) days or more, for any reason not specified as a force majeure event hereunder.
- (E) If Franchisee fails to materially comply with any insurance or indemnification requirement set forth in this Agreement.
- (F) If City is required to pay any fine or penalty, which is not paid on its behalf by Franchisee or which Franchisee fails, refuses, neglects or is unable to pay or indemnify City against, relating to any diversion or other requirement of AB 939 and/or AB 341.
- (G) If Franchisee, or any management level employee of Franchisee is convicted of a Criminal Matter (as defined herein). For purposes of this Section the term Criminal Matter refers to any felony or misdemeanor offense having any relationship to either Solid Waste Handling Services or public corruption (including, without limitation, bribery, conflict of interest related allegations, vote selling, or any similar type charges).
- (H) If Franchisee submits quarterly payments to City, which are returned by the bank due to insufficient funds, on two (2) or more occasions in any consecutive 12 month period.

SECTION 18.
FRANCHISEE'S REMEDIES; ADMINISTRATIVE HEARING

18.1 Administrative Hearing

Should Franchisee contend that City is in breach of any aspect of this Agreement, it shall give notice to the City Administrator requesting an administrative hearing. The hearing shall occur as soon as reasonably possible, or on such date as mutually agreed by the parties, and shall be held before an impartial hearing officer to be determined by the City Administrator. The hearing officer shall make an advisory ruling on Franchisee's allegations, and suggest a remedy if a breach by City is determined to exist. The hearing officer's ruling and recommendations shall become final and binding if the parties so agree in writing within thirty (30) days of the date notice of the decision is given to both parties. Otherwise, the hearing officer's ruling shall have no further force or effect.

18.2 Other Remedies; Claims

Franchisee shall be entitled to all available remedies in law or equity for City's breach of this Agreement; provided, however, Franchisee shall not file or otherwise commence any action against City, in law or equity, in any court, until after an administrative hearing as set forth above has been completed, and the above noted thirty (30) day period to accept the hearing officer's decision has passed, or either City or Franchisee has given timely written notice to the other that it will not accept the hearing officer's decision.

18.3 Actions for Damages

As a prerequisite to the filing and maintenance of any action for damages by Franchisee against City arising out of this Agreement, Franchisee shall present a claim to City, as required by Government Code Section 910 et seq., within 30 days of the date of the occurrence giving rise to the claim for damages.

SECTION 19.
CITY'S ADDITIONAL REMEDIES

In addition to any other remedies set forth herein, City shall be entitled to any or all of the following rights and remedies in the event of a breach of this Agreement by Franchisee:

(A) The right to use Franchisee's equipment for the purpose of Collecting, transporting, and/or disposing of Solid Waste, including Recyclable Material, for a period not to exceed six (6) months. In the case of equipment not owned by Franchisee, Franchisee shall assign to City, to the extent Franchisee is permitted to do so under the instruments pursuant to which Franchisee possesses such equipment, the right to use and possess the equipment. If City exercises its rights under this Section, City shall pay to Franchisee the reasonable rental value of the equipment for the period of City's possession thereof (although payment may, if appropriate, occur in the form of a set off against damages otherwise owed by Franchisee pursuant to the terms hereof);

(B) The right to license others to perform the services otherwise to be performed by Franchisee hereunder, or to perform such services itself; and

(C) The right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach of this Agreement by Franchisee, City will suffer irreparable injury and incalculable damages sufficient to support injunctive relief, to specifically enforce the provisions of this Agreement, and to enjoin the breach hereof.

SECTION 20.

RIGHTS OF CITY TO PERFORM DURING EMERGENCY

20.1 Provision of Service

Should Franchisee, for any reason whatsoever, refuse or be unable to provide Solid Waste Handling Services for a period of more than seventy-two (72) hours, and if as a result thereof, Solid Waste should accumulate in City to such an extent or in such a manner that the City Administrator finds that such accumulation endangers or menaces the public health, safety, or welfare, City shall have the right, upon twenty-four (24) hours prior written notice to Franchisee, during the period of such emergency, to temporarily take possession of any or all equipment and facilities of Franchisee previously used in providing Collection, transportation, and disposal of Solid Waste and provide, through its own forces or otherwise, Solid Waste Handling Services which Franchisee otherwise would be obligated to provide pursuant to this Agreement. Franchisee agrees that in such event it shall fully cooperate with City to affect such a transfer of possession for City's use.

20.2 Possession of Equipment

Franchisee agrees, that in the event of circumstances described in Section 20.1 above, City may take temporary possession of and use all of said equipment and facilities without paying Franchisee any rental or other charge. Upon Franchisee giving City notice that it is able to resume its normal responsibilities under this Agreement City shall either relinquish possession of all of the above mentioned property to Franchisee.

20.3 Exclusions from Right to Possession of Equipment without Compensation

Specifically excluded from the circumstances in which City may possess and utilize Franchisee's equipment without compensation are circumstances in which Franchisee fails or refuses to provide Solid Waste Handling Services hereunder for any reason which is not a force majeure event as defined herein. In such circumstances City's right to utilize and possess Franchisee's equipment shall be subject to the provisions of the above Section 19.

SECTION 21.

REPORTS AND ADVERSE INFORMATION

City will require reporting at various intervals by which information important to City can be compiled and analyzed. The frequency and content of the reports called out below may be changed by agreement of the parties; provided any such change is approved by the City

Administrator in writing. Quarterly reports shall be submitted within thirty (30) calendar days after the end of the calendar quarter.

21.1 Quarterly Reports

Franchisee shall report the following to City on a quarterly basis:

(A) Solid Waste Collected by Franchisee within City Limits for each month, sorted by type of Solid Waste in tons broken down at a level acceptable to City segregated from tons collected from other jurisdictions (which at a minimum may include: refuse, e-waste and universal waste item counts, types of recyclables including PET, HDPE, mixed plastics, aluminum, cardboard, mixed paper, sand, wood, metal, and concrete), as well as by customer type (i.e., commercial, roll-off, etc.); the source of the waste, whether residential commercial, industrial, governmental or other; the facilities where all Solid Waste Collected was processed or disposed and in what tonnages and what categories.

(B) Gross Receipts broken down by customer type (i.e., commercial, roll-off, etc.); and such other information or reports that the City may reasonably request.

Franchisee shall promptly, upon demand by City, provide true and accurate copies of landfill tipping receipts, records showing delivery at processing or reuse facilities, and similar such documents in order to enable City to verify Franchisee's quarterly reports.

21.2 Annual Reports

Upon the City's request, within 30 days of the end of each calendar year during the Term and within thirty (30) days after the end of the Term, Franchisee shall submit a written annual report in a form approved by City, which may include, but is not limited to, the following information:

(A) A summary of the previous year's activities including, but not limited to, services begun or discontinued during the reporting year, and the number of Customers broken down on a monthly basis;

(B) A summary of the total tons of Solid Waste Collected in City in the preceding year as well as a summary of the total tonnage diverted from the State's landfill systems during that time frame;

(C) Information and reports required by City to meet its reporting obligations imposed by AB 939 and the regulations implementing AB 939, in a form and content approved by the City Administrator;

(D) A revenue statement, certified by the chief financial officer of Franchisee, setting forth Franchise Fees paid and the basis for the calculation thereof, including specifically a breakdown of sources of revenue included in Gross Receipts and the amount of revenue derived from each such source comprising Gross Receipts; and

(E) A list of the number of Customers that received routine commercial service, the number of Customers that received Temporary Service, all categorized and listed by business type (if applicable), and type of Customer (i.e., commercial or Temporary Service).

(F) All reports and records required under this or any other Section hereof

SECTION 22. INDEMNIFICATION

22.1 General

(A) Franchisee hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, commissions, officers, employees, and agents (collectively the "Indemnities") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description arising out of, resulting from, and/or in any way connected with this Agreement including: (1) the negligence or willful misconduct of Franchisee in performing services under this Agreement; (2) the failure of Franchisee to comply with the provisions of this Agreement, all Applicable Laws, and/or ordinances and regulations; (3) the acts of Franchisee in performing services under this Agreement for which strict liability is imposed by law; and (4) any challenge to the award of, or any provisions of this Agreement (including any claim that the application of any provision hereof violates any provision of the California Constitution). The foregoing indemnity and hold harmless provisions shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of Indemnities' negligence, but shall not extend to matters resulting from Indemnities' sole negligence, or willful misconduct. Franchisee further agrees to and shall, upon demand of City, at Franchisee's sole cost and expense, defend (with attorneys acceptable to City) City against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse City for any and all costs and expenses City incurs in providing any such defense.

22.2 Hazardous Substances Indemnification

(A) Without regard to any insurance coverage or requirements, and any general indemnification obligation, Franchisee specifically agrees to defend (with counsel acceptable to City) reimburse, indemnify, and hold City and its past and present officers, council members, employees, consultants and agents (hereinafter "Indemnified Parties") harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Franchisee that:

(1) results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnified Party is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or

(2) relates to material Collected, transported, recycled, processed, treated or disposed of by Franchisee.

(B) Franchisee's obligations pursuant to this Section shall apply, without limitation, to:

(1) any Claims brought pursuant to or based on the provisions of applicable Environmental Laws;

(2) any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation by Franchisee of any facility;

(3) any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, disposal, processing or use of any materials recovered by Franchisee; and

(4) any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

(C) The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Franchisee.

(D) The term "Hazardous Contaminant" shall mean any "hazardous material," as that term is defined under California Health & Safety Code Section 25501(o); any Hazardous Substance; any Hazardous Waste; any chemical which the Governor has identified as a chemical known to the State to cause cancer or reproductive toxicity pursuant to California Health & Safety Code Section 25249.8; any crude oil or refined or unrefined petroleum product; and any asbestos or asbestos containing material.

SECTION 23.

FRANCHISEE'S BOOKS AND RECORDS; AUDITS

23.1 Maintenance and Inspection of Records

Franchisee shall maintain all records relating to the services provided hereunder (the "Records"), for the full Term, and an additional period thereafter of not less than three (3) years, or any longer period required by law. City shall have the right, upon five (5) business days advance notice, to inspect the Records. Such Records shall be made available to City at Franchisee's regular place of business, but in no event outside the County of Los Angeles.

23.2 CERCLA Defense Records

Franchisee shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) for not less than five (5) years following the termination of this Agreement, and agrees to notify City Administrator before destroying such records thereafter. At any time, including after the expiration of the Term, upon request by the City Administrator, Franchisee shall provide copies of such records to City. The requirements of this Section shall survive the expiration of the Term of this Agreement.

23.3 Ongoing Compliance Review

City intends review Franchisee's performance on an ongoing basis to ensure compliance with the terms and provisions of this Agreement. Franchisee shall provide any and all information reasonably requested by the City Administrator in connection with its efforts to ensure compliance with the terms hereof, regardless of whether such information is specifically otherwise called out herein as an item that Franchisee is required to maintain and provide to City.

23.4 Discretionary Audit

From time to time the City Administrator may request Franchisee to make available any or all of its records related to performance hereunder available to an independent auditor or examiner, to be selected by the City, for auditing and examination purposes (a "Discretionary Audit"). City shall bear the cost of any Discretionary Audit except as otherwise provided herein. Should any Discretionary Audit reveal an underpayment of any Franchise Fee required pursuant to this Agreement, the amount of such underpayment shall become due and payable to City not later than fifteen (15) days after written notice of such underpayment is sent to Franchisee by City, complete with any additional late charges as set forth herein. If a Discretionary Audit reveals inaccuracies or inconsistencies in more than five percent (5%) of all Customer accounts, either with Franchisee's operations or billing systems, or an underpayment of Franchise Fees of more than three percent (3%), Franchisee shall bear the entire cost of such Discretionary Audit.

SECTION 24. RULES AND REGULATIONS OF CITY ADMINISTRATOR

The City Administrator shall have the power to establish rules and regulations respecting Solid Waste Handling Services, provided they augment and are not inconsistent with the provisions of this Agreement.

SECTION 25. GENERAL PROVISIONS

25.1 Force Majeure

Franchisee shall not be in default under this Agreement in the event that its ability to provide Solid Waste Handling Services or Temporary Services, in compliance with its obligation to do so hereunder, is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, strikes or other labor disturbances lasting

five (5) days or less, explosion, natural disasters such as floods, earthquakes, landslides, and fires, or "other catastrophic events" which are beyond the reasonable control of Franchisee. The term "other catastrophic events" does not include: (i) the financial inability of Franchisee to perform; (ii) failure of Franchisee to obtain any necessary permits or licenses from other governmental agencies; (iii) the failure to obtain the right, or the loss of the right, to use the facilities of any public utility where such failure is due in substantial part to the acts or omissions of Franchisee; or (iv) strikes or other labor disturbances lasting longer than five (5) days.

25.2 Independent Contractor

Franchisee is an independent contractor and not an officer, agent, servant, or employee of City. Franchisee is solely responsible for the acts and omissions of its officers, agents, employees, and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Franchisee.

25.3 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees, agents, or subcontractors of Franchisee to private or public property shall be promptly repaired or replaced at Franchisee's expense.

25.4 Right of Entry

Franchisee shall not have the right, until Franchisee receives permission from the property owner, to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Temporary Services and/or Solid Waste Handling Services pursuant to this Agreement.

25.5 Law to Govern; Venue

The laws of the State of California shall govern this Agreement. In the event that any provision of this Agreement conflicts with the City's Municipal Code, the City's Municipal Code shall prevail. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

25.6 Amendment

This Agreement is intended to carry out City's obligations to comply with the provisions of AB 939 and AB 341, as implemented by regulations of CalRecycle. In the event that, after the effective date of this Agreement, AB 939 or AB 341 is amended, or other state or federal laws or regulations are enacted and prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Except as otherwise expressly stated herein, no other amendment of this Agreement shall be valid unless it is in writing and duly executed by the parties.

25.7 Notices

All notices required or permitted to be given under this franchise shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of Vernon
 Attn: City Administrator
 4305 Santa Fe Avenue
 Vernon, CA 90058

To Franchisee: **ATHENS DISPOSAL COMPANY, INC.**

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed given on the date served if served personally between the hours of 7:00 a.m. to 5:30 p.m. on any regular business day for City's business offices. If mailed, notice shall be deemed given three (3) business days from the date such notice is deposited in the United States mail in the manner proscribed above.

25.8 Savings Clause

If any non-material provision of this Agreement is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

25.9 Attorneys' Fees and Litigation Costs

In the event either party brings any action or proceeding to enforce or interpret the terms of this Agreement, the prevailing party in any such action or related proceeding shall be entitled to recover its reasonable attorneys' fees and other litigation costs and expenses.

25.10 City's Authorized Agent

Notwithstanding anything contained herein to the contrary, and excepting amendments hereto and such actions set forth herein specifically calling for City Council action or approval, the City Administrator is designated as the City's authorized agent to take any action with regard to any matter, or enforce any right, set forth herein requiring action by the City.

25.11 Franchisee's Authorized Agent

Franchisee shall, by the Effective Date of this Agreement, designate in writing a authorized agent who shall serve as the representative of Franchisee in all matters relating to this Agreement.

25.12 Waiver

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision.

The subsequent acceptance by either party of any monies that become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

25.13 Entire Agreement

This Agreement represents the full and entire agreement between the parties with respect to the matters covered herein. Parties, whether written or oral.

25.14 Headings

The section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

25.15 Reference to Laws

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

25.16 Compliance with Law

In providing the services required under this Agreement, Franchisee shall at all times, at its sole cost, comply with all Applicable Laws, including the laws and regulations of the United States, the State of California, the provisions of the City's Municipal Code, and any federal, state, regional or local administrative and regulatory agencies.

[Signatures Begin on Next Page].

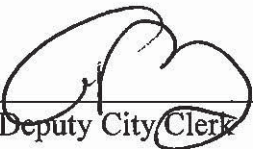
IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date stated in the introductory clause.

"City"

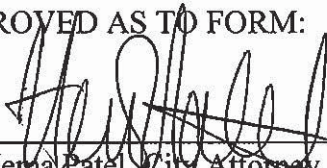
CITY OF VERNON

By: 
W. Michael McCormick, Mayor

ATTEST:

By: 
Ana Barcia, Deputy City Clerk

APPROVED AS TO FORM:

By: 
Hema Patel, City Attorney

"Franchisee"

**ATHENS DISPOSAL
COMPANY, INC.**

By: 

Its: Chief operating officer

By: 

Its: EXECUTIVE VICE PRESIDENT

Replaces Bond No. 82135475
Premium: \$175.00
Bond No. 1966508

Performance Bond - Annual Form

KNOW ALL MEN BY THESE PRESENTS: That

ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES

(hereinafter called the Principal), and THE HANOVER INSURANCE COMPANY (hereinafter called the Surety), are held and firmly bound unto
THE CITY OF VERNON

(hereinafter called the Obligor), in the full and just sum of (\$ 35,000.00).
THIRTY FIVE THOUSAND AND 00/100THS

the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators,
executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 04/01/1999 entered into a contract with the Obligor for
SOLID WASTE MANAGEMENT SERVICES

which contract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and
every obligation in said contract at the time and in the manner specified during the term of this bond, and shall reimburse said Obligor all loss and
damage which said Obligor may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void, otherwise to
remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

1. This bond is for the term beginning 06/15/2016 and ending 06/15/2017
2. In the event of a default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for
the loss to the Obligor due to actual excess costs of performance that occurred during the effective period of the bond, up to the maximum
penalty of this bond. The Surety's liability under this bond and all continuation certificates issued in connection therewith shall not be
cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by
the Surety as supplements thereto.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless
same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. This bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety.
5. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligor
recoverable under this bond.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs,
executors, administrator or successors of Obligor.
7. If any conflict or inconsistency exists between the Surety's obligation or undertakings as described in this Bond and as described in the
underlying Contract, then the terms of this Bond shall prevail.

Signed and sealed this 31ST day of MAY, 2016

PRINCIPAL NAME

ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES

By:

Authorized Signatory

THE HANOVER INSURANCE COMPANY

By:

DENNIS L. LANGER

Attorney-In-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

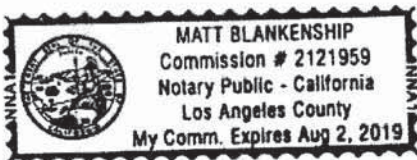
State of California)
County of LOS ANGELES)

On MAY 31, 2016 before me, MATT BLANKENSHIP, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared DENNIS LANGER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that he/xxxxxxx executed the same in his/xxxxxxx authorized capacity/xxx and that by his/xxxxxxx signature(x) on the instrument the person(x) or the entity upon behalf of which the person(x) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public
MATT BLANKENSHIP, NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND Document Date: MAY 31, 2016
Number of Pages: _____ Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: DENNIS LANGER
Corporate Officer — Title(s): _____
Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
Other: _____
Signer Is Representing: _____

Signer's Name: _____
Corporate Officer — Title(s): _____
Partner — ☐ Limited ☐ General
Individual ☐ Attorney in Fact
Trustee ☐ Guardian or Conservator
Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

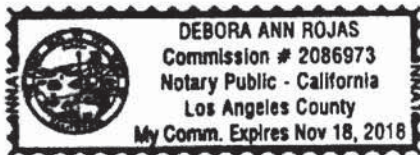
State of California)

County of Los Angeles)

On June 10, 2016 before me, Debora Ann Rojas, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Gary M. Clifford
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Debora Ann Rojas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond #1966508 Athens/Vernon
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Timothy Noonan, Dennis Langer, Janina Monroe and/or Paul Boucher

of Los Angeles, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

*RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of March 2012



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA



Robert Thomas, Vice President


Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 19th day of March 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations




Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

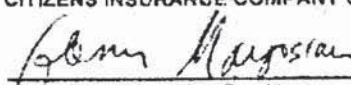
I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

*RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 31ST day of MAY 2016

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Glenn Margosian, Vice President



Waste Collection-Recycling-Transfer-Disposal-Street Sweeping

14048 Valley Blvd
PO Box 60009
City of Industry, CA 91716-0009

RECEIVED
JUN 27 2016
CITY CLERK'S OFFICE

CERTIFIED MAIL™



7013 1710 0001 8446 3738

City of Vernon
Attn: City Clerk
4305 Santa Fe Ave
Vernon, CA 90058

Haster

06/27/2016

POSTAGE

\$06.46



ZIP 91746
011D11613805



9005831714 0034

**CONTINUATION
CERTIFICATE**

COV CITY CLERK'S OFFICE
RECEIVED

APR 27 '17 PM 2:55:26

THE HANOVER INSURANCE COMPANY, Surety upon

a certain Bond No. 1966508
dated effective JUNE 15, 2016
(MONTH-DAY-YEAR)
on behalf of ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES
(PRINCIPAL)
and in favor of THE CITY OF VERNON
(OBLIGEE)

does hereby continue said bond in force for the further period

Beginning on JUNE 15, 2017
(MONTH-DAY-YEAR)

and ending on JUNE 15, 2018
(MONTH-DAY-YEAR)

Amount of bond \$35,000.00

Description of Bond ANNUAL PERFORMANCE BOND

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on April 10, 2017
(MONTH-DAY-YEAR)

THE HANOVER INSURANCE COMPANY

Surety

By


DENNIS LANGER,

Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On APRIL 10, 2017 before me, JENNIFER OCHS, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared DENNIS LANGER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ signature(s) on the instrument the person(x) or the entity upon behalf of which the person(x) acted, executed the instrument

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: CONTINUATION CERTIFICATE Document Date: APRIL 10, 2017
Number of Pages: _____ Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: DENNIS LANGER
Corporate Officer — Title(s): _____
Partner — ☐ Limited ☐ General
☒ Individual ☒ Attorney in Fact
Trustee ☐ Guardian or Conservator
Other: _____
Signer Is Representing: _____

Signer's Name: _____
Corporate Officer — Title(s): _____
Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
Trustee ☐ Guardian or Conservator
Other: _____
Signer Is Representing: _____

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Timothy Noonan, Dennis Langer, Janina Monroe and/or Paul Boucher

of Los Angeles, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of March 2012



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 19th day of March 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company, Adopted April 14, 1982 - Massachusetts Bay Insurance Company, Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10TH day of APRIL 2017

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

City Council Agenda Item Report

Submitted by: Adriana Ramos
Submitting Department: Public Utilities
Meeting Date: February 1, 2022

SUBJECT

Supplemental to Purchase Contract LP-0663 with Cintas Rental Service

Recommendation:

Approve and authorize a Supplemental to Purchase Contract LP-0663 with Cintas Uniform Rental Service, for uniform rental and laundering services, increasing the contract value by an additional \$20,000, for a grand total not-to-exceed amount of \$100,000.

Background:

On July 12, 2021, the City Administrator approved a three-year Purchase Contract with Cintas Uniform Rental Service (Cintas) to rent and launder uniforms for Vernon Public Utilities (VPU) water, gas and electric field employees. Under this contract, VPU employees rent uniforms and receive associated care services from Cintas.

With the transfer of personnel following City Council approval of the Purchase and Sale Agreement of Malburg Generating Station (MGS) on November 16, 2021, VPU needs of additional uniform rental services from Cintas. As such, VPU proposes that \$20,000 in additional funds be added to Purchase Contract LP-0663 to cover the additional expense of uniform rental and laundering services for MGS personnel.

As a registered participant of the OMNIA Partners, a cooperative purchasing organization, Cintas is exempt from competitive bidding pursuant to Vernon Municipal Code (VMC) Section 2.17.12(a)(5). OMNIA Partners is the nation's largest and most experienced cooperative purchasing organization for the public sector. All contracts available through OMNIA Partners are competitively solicited and publicly awarded by a lead agency, using a competitive solicitation process consistent with applicable procurement laws and regulations.

City Council approval is required pursuant to Vernon Municipal Code 2.17.02(a), which states that all contracts shall be approved only by the City Council except contracts with a total value over the lifetime of the contract of up to \$100,000. In Fiscal Year 2021/2022, VPU awarded an agreement to Cintas for a total of \$80,000. Additionally, Public Works awarded a separate agreement to Cintas for approximately \$50,000. With the proposed Supplemental of \$20,000, the combined total for the two separate agreements would equate to \$150,000, thus exceeding the \$100,000 threshold.

Fiscal Impact:

Sufficient funds for additional uniform rental and laundering services are available in Vernon Public Utilities, MGS Division Account No. 055.9190.540000.

Attachments:

None.

City Council Agenda Item Report

Submitted by: Diana Figueroa
Submitting Department: City Administration
Meeting Date: February 1, 2022

SUBJECT

Amendment No. 2 to the Services Agreement with Metropolitan Los Angeles/Southeast Rio Vista Family YMCA (YMCA)

Recommendation:

Approve and authorize the City Administrator to execute Amendment No. 2 to the Services Agreement with the YMCA for community based wellness programming, in substantially the same form as submitted, to extend the term for one additional year, effective February 4, 2022 through February 3, 2023, with all other terms remaining the same.

Background:

In an effort to make available, to its residential and daytime business population, social and recreational enrichment programs that are generally offered in traditional-type cities, Vernon City Council approved a Services Agreement (Agreement) that established a partnership with YMCA Metropolitan Los Angeles/Southeast-Rio Vista Family YMCA (YMCA) on February 4, 2020. It was anticipated that benefits would be yielded through the selection of YMCA as a strategic partner due to the following: The proximity of their Maywood facility (Rio Vista) – just 3.7 miles from City Hall – which is well within reach of Vernon, their existing partnership and proven reputation with the City as a Vernon CommUNITY Fund grantee, and their ability to offer programming that is suitable for all ages.

On February 3, 2021, City Council approved Amendment No. 1 which extended the term of the City's original Agreement with YMCA by one year, modifying the expiration date from February 3, 2021 to February 3, 2022, with all other terms and conditions remaining unchanged.

Since the City is now approaching the 2022 expiration date, staff seeks to extend the term for one additional year with Amendment No. 2. If approved by Council, the Agreement expiration would be revised to February 3, 2023. Because there have been minimal funds expended for in-person programs and activities, (due to COVID-19), sufficient funds remain earmarked for the Agreement. Amendment No. 2 only requires an adjustment to the term, with no other changes necessary for the scope of services or their related costs.

Vernon residents have been actively utilizing YMCA's services which have been modified intermittently over the last couple of years as a result of COVID-19 health and safety concerns. Approximately 25% of Vernon households have enrolled for YMCA memberships, with a large number of Vernon youth also participating in the YMCA's sports and recreation programs. More information on participation and costs can be found below:

Participation 2020 to Present

Total Memberships: 19

Total Youth Sports Participants: 18

Total Fresh Produce Deliveries: 12

Total Abriendo Puertas Program: 4

Cost Summary

Original Agreement Value: \$153,519

Amount Expended: \$22,373.29

Amount Remaining: \$131,145.71

In anticipation of a more stable COVID-controlled environment in the near future coupled with creative and innovative class offerings (like virtual STEM and Robotics classes, and creative use of outdoor space), staff is optimistic that extending the term of the Agreement via Amendment No. 2 will allow the City's partnership with the YMCA to further develop. Leveraging the expertise and experience of a well-established non-profit organization to effectuate comprehensive, thoughtful, customized wellness programs continues to be beneficial for the Vernon community. The proposed Amendment No. 2 with YMCA has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

The proposed Amendment No. 2 to the Services Agreement with YMCA will extend the term for one additional year to February 3, 2023 with no increase to the agreement amount. Sufficient funds for YMCA services are available in the Community Development Fund Account No. 011.1070.596200 for Fiscal Year 2021-22 and will be budgeted accordingly in Fiscal Year 2022-23.

Attachments:

[1. Amendment No 2 to YMCA Services Agreement](#)

**AMENDMENT NO. 2 TO THE SERVICES AGREEMENT BETWEEN THE CITY OF
VERNON AND YMCA OF METROPOLITAN LOS ANGELES FOR COMMUNITY-
BASED WELLNESS PROGRAMMING FOR THE CITY OF VERNON**

This Amendment (“Amendment No. 2”) to that certain Services Agreement for community-based wellness programming for the City of Vernon dated February 4, 2020, (the “Agreement”), is made as of _____, 2022, by and between the City of Vernon (“City”), and the YMCA of Metropolitan Los Angeles (“YMCA”).

WHEREAS, the City and YMCA are parties to the Agreement, dated February 4, 2020, under which YMCA was awarded a services agreement by the City for community-based wellness programming; and

WHEREAS, the City and YMCA, through Amendment No. 1, extended the Agreement term for an additional one-year period, amending the term expiration from February 3, 2021 to February 3, 2022; and

WHEREAS, the City and YMCA again desire to amend the Agreement to extend the expiration date of the term for a one-year period.

NOW, THEREFORE, the parties to this Amendment No. 2 agree as follows:

1. The termination date shall be extended by one additional year, with the date amended from February 3, 2022 to February 3, 2023.

2. Except as expressly modified by this Amendment No. 2, all provisions of the Agreement shall remain in full force and effect.

4. The provisions of this Amendment No. 2 shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No. 2 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 2.

5. The person or persons executing this Amendment No. 2 on behalf of each of the parties warrants and represents that he or she has the authority to execute this Amendment No. 2 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 2 as of the date stated in the introductory clause.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY OF VERNON a California charter city
and municipal corporation

YMCA of Metropolitan Los Angeles, a non-profit
organization

By: _____
Carlos Fandino, City Administrator

By: _____

Name: _____

Title: _____

ATTEST:

Lisa Pope, City Clerk

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Zaynah N. Moussa,
Interim City Attorney

City Council Agenda Item Report

Submitted by: Adriana Ramos
Submitting Department: Public Utilities
Meeting Date: February 1, 2022

SUBJECT

Replacement of Vernon Public Utilities Vehicles

Recommendation:

Approve and authorize the issuance of a purchase order to National Auto Fleet Group for one (1) 2022 Ford F-150 Lightning Pro and one (1) 2022 Ford F-150 XLT through the Sourcewell Master Vehicle Contract (091521-NAF) for a total cost of \$123,594.52.

Background:

Vernon Public Utilities (VPU) and the Public Works (PW) Department assessed VPU's vehicle fleet to identify the vehicle(s) in need of replacement. The evaluation consisted of assessing the useful life of vehicles and equipment in terms of age, mileage, and usage. After careful evaluation, a 2004 Ford Ranger (City vehicle ID W111) and a 1989 Ford F-150 (City vehicle ID L1021) were identified for replacement. Additionally, PW Garage staff has recommended to surplus and replace many older VPU vehicles, as replacement parts have become extremely scarce, resulting in escalating repair costs and an inordinate amount of maintenance for PW staff.

The South Coast Air Quality Management District (SCAQMD) Fleet Rule 1191 mandates public fleet operators to procure low-emitting gasoline or alternative-fuel vehicles when adding or replacing vehicles to their vehicle fleet. Vehicles must be replaced with newer lower or zero-emission vehicles such as electric, compressed natural gas (CNG), hybrid, or gasoline vehicles rated LEV or better. In addition to SCAQMD's Rule 1191, the California Air Resources Board is developing an Advanced Clean Fleet regulation which mandates public fleet operators to procure electric vehicles when adding or replacing vehicles in their vehicle fleet beginning in 2024.

VPU plans to pilot test this light duty plug-in electric truck in anticipation of replacing older trucks in the fleet as well as diesel powered trucks still in operation in the City in the medium and heavy-duty classes. If the electric truck performs successfully, VPU and PW will work in partnership to replace aging medium and heavy duty vehicles with EV equivalents when production of these classes are available. Finally, fleet electrification is in alignment with the utility's goal to reduce greenhouse gases and demonstrates the feasibility of newer technology in work settings to the public.

VPU has identified National Auto Fleet Group as a vendor that can deliver one (1) 2022 Ford F-150 Lightning Pro and one (1) 2022 Ford F-150 XLT, utilizing Sourcewell Master Vehicle Contract # 091521-NAF (formally National Joint Powers Alliance). The City of Vernon is a member of Sourcewell, which offers members cooperative buying contracts. Pursuant to Vernon Municipal Code (VMC) Section 2.17.12(A)(5), the purchase of the proposed vehicles is exempt from competitive bidding, as Sourcewell's practice ensures that members receive the lowest price available using competitive bidding. The quotes secured from National Auto Fleet Group for this potential purchase are based on Sourcewell contract pricing and, in the opinion

of the Finance Director, it is to the advantage of the City to procure the vehicles from the selected vendor.

City Council approval for this purchase is required pursuant to VMC Section 2.17.02(B) as in the last 12 months, the City has awarded the vendor more than \$100,000 in contracts.

The price of the Ford F-150 Lightning with XLT Trim is quoted at \$73,770.41. The price of the Ford F-150 Lightning Pro Trim is quoted at \$49,824.11. The total combined cost for both vehicles is \$123,594.52. Due to the high demand and limited supply of the vehicles, the supplier is providing a narrow availability window. VPU recommends placing the order quickly to increase the likelihood of taking possession of the vehicles in a timely manner.

Fiscal Impact:

Sufficient funds for this purchase are available in Vernon Public Utilities, Field Operations Account No. 055.8000.900000, and System Dispatch Account No. 055.8100.900000. Funds were approved in the 2021-2022 fiscal year budget for this purchase.

Attachments:

1. [National Auto Fleet Group Quote 19470](#)
2. [National Auto Fleet Group Quote 19509](#)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

1/12/2022

Quote ID: **19470**

Order Cut Off Date: **TBA**

Ms lisa umeda
City of Vernon

4305 Santa Fe Ave

Vernon, California, 90058

Dear lisa umeda,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford F-150 Lightning (W1E) XLT 4WD SuperCrew 5.5' Box 145" WB, Factory Order Number 9005) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$67,004.00	\$66,904.00	0.149 %	\$100.00
Factory Order Number 9005				
Tax (10.2500 %)		\$6,857.66		
Tire fee		\$8.75		
Total		\$73,770.41		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Know as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper

Account Manager

Email: jcooper@nationalautofleetgroup.com

Office: (855) 289-6572

Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE

Code	Description
99V	ENGINE: DUAL EMOTOR - EXTENDED RANGE BATTERY, -inc: 131 kWh usable capacity extended range high-voltage battery, Ford Charge Station Pro, Delivered to customer through 3rd party supplier

TRANSMISSION

Code	Description
44L	TRANSMISSION: SINGLE-SPEED, (STD)

WHEELS

Code	Description
643	WHEELS: 18" MACHINED W/BLACK HIGH GLOSS POCKETS, (STD)

TIRES

Code	Description
___	TIRES: 275/65R18 A/T, (STD)

PRIMARY PAINT

Code	Description
YZ	OXFORD WHITE

PAINT SCHEME

Code	Description
___	STANDARD PAINT

SEAT TYPE

Code	Description
US	MEDIUM DARK SLATE, CLOTH FRONT-SEATS, -inc: gauge bolster, 8-way power driver w/power lumbar and manual passenger lumbar

ADDITIONAL EQUIPMENT

Code	Description
17V	TOW TECHNOLOGY PACKAGE, -inc: smart hitch, on-board scales, smart trailer tow connection and trailer reverse guidance, Trailer Brake Controller, Pro Trailer Backup Assist
96W	TOUGH BED SPRAY-IN BEDLINER
47R	TRAY STYLE FLOOR LINER
85H	BACK-UP ALARM SYSTEM

OPTION PACKAGE

Code	Description
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311A	EQUIPMENT GROUP 311A STANDARD
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2022 Fleet/Non-Retail Ford F-150 Lightning XLT 4WD SuperCrew 5.5' Box 145" WB

WINDOW STICKER

2022 Ford F-150 Lightning XLT 4WD SuperCrew 5.5' Box 145" WB

CODE	MODEL	MSRP
W1E	2022 Ford F-150 Lightning XLT 4WD SuperCrew 5.5' Box 145" WB	\$52,974.00
OPTIONS		
99V	ENGINE: DUAL EMOTOR - EXTENDED RANGE BATTERY, -inc: 131 kWh usable capacity extended range high-voltage battery, Ford Charge Station Pro, Delivered to customer through 3rd party supplier	\$10,000.00
44L	TRANSMISSION: SINGLE-SPEED, (STD)	\$0.00
643	WHEELS: 18" MACHINED W/BLACK HIGH GLOSS POCKETS, (STD)	\$0.00
—	TIRES: 275/65R18 A/T, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
US	MEDIUM DARK SLATE, CLOTH FRONT-SEATS, -inc: gauge bolster, 8-way power driver w/power lumbar and manual passenger lumbar	\$0.00
17V	TOW TECHNOLOGY PACKAGE, -inc: smart hitch, on-board scales, smart trailer tow connection and trailer reverse guidance, Trailer Brake Controller, Pro Trailer Backup Assist	\$1,395.00
96W	TOUGH BED SPRAY-IN BEDLINER	\$595.00
47R	TRAY STYLE FLOOR LINER	\$200.00
85H	BACK-UP ALARM SYSTEM	\$145.00
311A	EQUIPMENT GROUP 311A STANDARD	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$65,309.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$67,004.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range high-voltage battery
Transmission: Single-Speed
GVWR: TBD
Transmission w/Driver Selectable Mode
Full-Time All-Wheel
Driver Selectable Rear Locking Differential
Battery w/Run Down Protection
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
2000# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
Permanent Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion Traction Battery 98 kWh Capacity

EXTERIOR

Wheels: 18" Machined w/Black High Gloss Pockets
Tires: 275/65R18 A/T
Regular Box Style
8.5" Wheels
Aluminum Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Body-Colored Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Body-Colored Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
Fixed Rear Window w/Defroster
Deep Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Illuminated Running Boards

Metal-Look Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Headlights-Automatic Highbeams

ENTERTAINMENT

Radio: SiriusXM w/360L -inc: a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii, Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com , All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc
Radio w/Seek-Scan, Speed Compensated Volume Control and Radio Data System
Fixed Antenna

INTERIOR

Cloth Bucket Front Seats w/Cloth Back Material
4-Way Power Driver Seat -inc: Power Height Adjustment and Cushion Tilt
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Cloth Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Traction Battery Level, Power/Regen and Trip Odometer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Leather/Metal-Look Steering Wheel
Front Cupholder
Rear Cupholder
1 12V DC Power Outlet
Compass
Keypad
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Voice Activated Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts

Locking Glove Box
Full Cloth Headliner
Urethane Gear Shifter Material
Cloth Front-Seats -inc: gauge bolster, 8-way power driver w/power lumbar and manual passenger lumbar
Interior Trim -inc: Metal-Look Instrument Panel Insert, Cabback Insulator and Chrome/Metal-Look Interior Accents
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Locking Storage, Full Overhead Console w/Storage, 1 12V DC Power Outlet and 7 120V AC Power Outlets
Fade-To-Off Interior Lighting
Front And Rear Map Lights
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Pickup Cargo Box Lights
Smart Device Remote Engine Start
SYNC 4 Connected Navigation (w/Free 3-Year Trial) Integrated Navigation System w/Voice Activation
Forward Sensing System
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected built-in navigation, Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Power Adjustable Pedals
Outside Temp Gauge
Digital Appearance
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Front Center Armrest
2 Seatback Storage Pockets
Perimeter Alarm
1 12V DC Power Outlet and 7 120V AC Power Outlets

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Driver Monitoring-Alert
Collision Mitigation-Rear
Forward and Reverse Sensing System Front And Rear Parking Sensors
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera
Front Camera w/Washer
Left Side Camera
Right Side Camera



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

1/20/2022

1/20/2022 Re-Configured

Quote ID: **19509 R1**

Order Cut Off Date: **TBA**

Ms Lisa Umeda

City of Vernon

4305 Santa Fe Ave

Vernon, California, 90058

Dear Lisa Umeda,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford F-150 Lightning (W1E) Pro 4WD SuperCrew 5.5' Box 145" WB, Factory Order)
and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$45,284.00	\$45,184.00	0.221 %	\$100.00
Factory Order	\$0.00	\$0.00		
Tax (10.2500 %)		\$4,631.36		
Tire fee		\$8.75		
Total		\$49,824.11		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Know as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper

Account Manager

Email: Fleet@NationalAutoFleetGroup.com

Office: (855) 289-6572

Fax: (831) 480-8497

Quoting Department

Account Manager

Fleet@NationalAutoFleetGroup.com

(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99L	ENGINE: DUAL EMOTOR - STANDARD BATTERY, -inc: 98 kWh usable capacity standard range high-voltage battery (STD)
TRANSMISSION	
Code	Description
44L	TRANSMISSION: SINGLE-SPEED, (STD)
PRIMARY PAINT	
Code	Description
YZ	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
VS	MEDIUM DARK SLATE, VINYL BUCKET FRONT-SEATS, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
OPTION PACKAGE	
Code	Description
110A	EQUIPMENT GROUP 110A STANDARD
ADDITIONAL EQUIPMENT	
Code	Description
17V	TOW TECHNOLOGY PACKAGE, -inc: smart hitch, on-board scales, smart trailer tow connection and trailer reverse guidance, Forward Sensing System, Trailer Brake Controller, Pro Trailer Backup Assist
96W	TOUGH BED SPRAY-IN BEDLINER
479	PRO POWER ONBOARD - 9.6KW

2022 Fleet/Non-Retail Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

WINDOW STICKER

2022 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

CODE	MODEL	MSRP
W1E	2022 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB	\$39,974.00
OPTIONS		
99L	ENGINE: DUAL EMOTOR - STANDARD BATTERY, -inc: 98 kWh usable capacity standard range high-voltage battery (STD)	\$0.00
44L	TRANSMISSION: SINGLE-SPEED, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
VS	MEDIUM DARK SLATE, VINYL BUCKET FRONT-SEATS, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter	\$0.00
110A	EQUIPMENT GROUP 110A STANDARD	\$0.00
17V	TOW TECHNOLOGY PACKAGE, -inc: smart hitch, on-board scales, smart trailer tow connection and trailer reverse guidance, Forward Sensing System, Trailer Brake Controller, Pro Trailer Backup Assist	\$1,950.00
96W	TOUGH BED SPRAY-IN BEDLINER	\$595.00
479	PRO POWER ONBOARD - 9.6KW	\$1,070.00

Please note selected options override standard equipment

SUBTOTAL	\$43,589.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$45,284.00

Est City: 23 MPG
Est Highway: 26 MPG
Est Highway Cruising Range: 468.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range high-voltage battery
Transmission: Single-Speed
GVWR: 8,250 lbs
Transmission w/Driver Selectable Mode
Full-Time All-Wheel
Driver Selectable Rear Locking Differential
Battery w/Run Down Protection
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
2000# Maximum Payload
HD Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Permanent Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion Traction Battery w/10.5 kW Onboard Charger, 14 Hrs Charge Time @ 220/240V and 98 kWh Capacity

EXTERIOR

Wheels: 18" Machined w/Black High Gloss Pockets
Tires: 275/65R18 A/T
Regular Box Style
8.5" Wheels
Aluminum Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Deep Tinted Glass

Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
LED Brakelights
Headlights-Automatic Highbeams

ENTERTAINMENT

Radio: AM/FM Stereo w/6 Speakers
Radio w/Seek-Scan, Speed Compensated Volume Control and Radio Data System
Fixed Antenna

INTERIOR

Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature and Trip Odometer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Remote Keyless Entry w/Integrated Key Transmitter and Panic Button
Cruise Control w/Steering Wheel Controls
Voice Activated Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Vinyl Bucket Front-Seats -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
Interior Trim -inc: Cabback Insulator, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material

Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage, 3 12V DC Power Outlets and 7 120V AC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Plastic Floor Trim
Cargo Area Concealed Storage
Pickup Cargo Box And Cargo Space Lights
Smart Device Remote Engine Start
SYNC 4 Connected Navigation (w/Free 3-Year Trial) Integrated Navigation System w/Voice Activation
SYNC 4 w/Enhanced Voice Recognition-inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected built-in navigation, Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Outside Temp Gauge
Digital Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
3 12V DC Power Outlets and 7 120V AC Power Outlets

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors

Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera

City Council Agenda Item Report

Submitted by: Brittany Rodriguez
Submitting Department: City Administration
Meeting Date: February 1, 2022

SUBJECT

Contracts with Central Square Software Systems

Recommendation:

- A. Approve and authorize the City Administrator to execute a new IQ Subscription and User End Agreement with Central Square Software Systems (Central Square) in an amount not-to-exceed \$14,816.75 for a term of three years;
- B. Approve and authorize the City Administrator to execute a new Software Support Agreement with Central Square in an amount not-to-exceed \$225,283.17 for a term of three years;
- C. Approve and authorize the City Administrator to execute the Change Order to IT-0129 and Completion Report for work and training completed by Central Square; and
- D. Approve \$36,155 in additional funds for future contracts with Central Square, and authorize the City Administrator to execute additional contracts with Central Square, with substantially the same or similar terms as other agreements submitted herewith for approval, for the provision of additional Software Support Services as may be necessary for the Vernon Police Department (VPD).

Background:

Since 1999, the City's Police Department has been using a Records Management System (RMS), Mobile Computer Terminal (MCT), and Computer Aided Dispatch System (CAD) from Central Square Software Systems (formally Tri-Tech). IQ Analytics Software is a powerful public safety search engine and analytics software used by the Police Department. Central Square's Analytics Enterprise gathers PD's data for relevant insights into their mission and process. IQ Analytics tools tie into the CAD and RMS system as Officers and Command staff utilize the reporting tools, mapping-based analysis, AI, and machine learning for proactive insights, charts, and graphs for intelligent-led policing hotspot monitoring and efficient response plans. Combined, these systems are critical to the Police Department's operations and ability to effectively respond to public safety concerns.

On August 7, 2018, the City Council approved an End User Agreement and Software Support Agreement with Central Square for a three-year period. In order to comply with the special good governance reform contract terms and procedures set forth in Section 2.17.30(A) of the Vernon Municipal Code (VMC), IT Division staff is seeking approval to enter into a new three-year End User Agreement and Software Support Agreement with Central Square respectively. The coverage period for both agreements would be from August 25, 2021 through August 24, 2024. Pursuant to VMC Section 2.17.12(A)(2), the Agreements requested herein are exempt from competitive bidding, and competitive selection, as Central Square is the manufacturer of the hardware and software and is the only supplier who can provide the annual software support services necessary to maintain the RMS, MCT, and CAD.

Central Square requires a written Change Order to IT-0129, as additional training hours were necessary to provide on-site, hands-on training for VPD. The Central Square RMS is used

daily by Officers for report writing. The Change Order basically re-allocates unused travel funds to the VPD training account. This Change Order is strictly intended for Central Square's internal documentation and budgeting purposes and bears no additional costs for the City.

The proposed Subscription and User End Agreement, Software Support Agreement, Change Order, and Completion Report have been reviewed and approved as to form by the City Attorney's office.

Additionally, Section 2.17.02(A) of the VMC requires City Council approval for all contracts with a total value over the lifetime of the contract exceeding \$100,000. As outlined in the fiscal impact section below, the total value over the lifetime of the agreements with Central Square exceeds said amount.

Given the VMC requirements noted above, staff is also requesting approval of additional funds in the amount of \$36,155 to be used in additional contracts with the vendor in order to facilitate the timely purchase of necessary products/services. Per Central Square, staff is required to execute the IQ Subscription Agreement and Software Agreement prior to moving forward with the three additional quotes. IT Staff is currently working with the vendor to set up new contracts for Crime View Analytics, Property and Evidence Workshop, and Additional Training hours for SSRS Report Training. However, as these contracts are not yet finalized, staff is unable to present them for Council approval at this time. It is anticipated that these new contracts will have the same or similar terms as Central Square's standard terms included in the agreements submitted for approval herewith. If this request is approved, IT Division staff would enter into new agreements once first reviewed and approved by the City Attorney's Office.

These future contracts will allow staff to search data across Central Square's national database for investigative insights into crimes that cross jurisdictional boundaries, collaborating in real-time with multiple agencies to solve problems faster. The VPD will share their data with the public through Crime Mapping, a public website where citizens can access crime information that meets privacy standards for better transparency and engagement. The City will be better armed with insight into patterns and AI/ML intel that helps assign the right resources to the right places to help reduce victimization and traffic accidents.

The training workshop on the Property and Evidence Configuration module will enable VPD to set up evidence barcode label formatting, number controls, storage locations, evidence statuses, hold reasons, evidence list types, preprint evidence labels, release statement content, enable package functionality, Do Not Remove reasons, and more.

The SSRS Training is a bundle of hours to be used to create specific reports (using the SSRS programming) needed by the Department, such as Officer statistics, productivity, and response time reports. The hours will also be used to make minor adjustments to the police report forms.

Fiscal Impact:

The fiscal impact for the entire three-year terms of the proposed agreements is \$14,816.75 for the IQ Subscription End User Agreement, \$225,283.17 for the Software Support Agreement, and \$36,155 in additional funds for future contracts with Central Square. The total combined fiscal impact is \$276,254.92. Sufficient funds for Central Square are available in Account 011.9019.590110, under Project No. 150001.0200.0200.

Attachments:

1. IQ Subscription and User Agreement
2. Software Support Agreement
3. Central Square Change Order
4. Completion Report
5. Crime View Analytics Quote
6. Property and Evidence Workshop Quote
7. SSRS Reports Training Quote

Subscription Service License & Use Agreement

I. Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the "Agreement") is made by and between, TriTech Software Systems, a CentralSquare Technologies, LLC company (hereinafter referred to as "CentralSquare") and Vernon Police Department, CA ("Client") as of the date this Agreement is executed by an authorized representative of both CentralSquare and the Client. CentralSquare and Client may also be referred to herein individually as "Party", or collectively as the "Parties".

II. Services; Software.

A. Under the terms of this Agreement, CentralSquare will be responsible for providing the following services ("Services"):

(i) Hosting CentralSquare's software ("Software") for its online programs and corresponding module(s) as indicated on the quote or Sales Order attached hereto as Addendum 2;

(ii) Providing the Client with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services as further defined in the Addendum 2;

(iii) Providing the Client with remote access to search Client's data and, if purchased, report on Client's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that CentralSquare shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;

(iv) Providing the Client with certain user manuals and/or on-line Software education or other information on the CentralSquare website to assist Client with its use of the Software ("Documentation");

(v) Enabling Client to update the applicable databases and obtain the agreed upon data processing output;

(vi) Providing any other Software related services stated in Addendum 2 (together, the "Subscription Services"). Schedule A and any Documentation may be updated by CentralSquare from time to time in its sole discretion upon written notice to Client;

(vii) Providing the Client with initial training as stated in Addendum 2; and

(viii) Populating the Software and the associated database(s) with Client Information (as defined in Section VII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").

(ix) If applicable, CentralSquare and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable Subscription application.

- B. Force Majeure. CentralSquare shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond CentralSquare's reasonable control.
- C. This Agreement allows Client to use the Software located on CentralSquare's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form but will have the ability to use the Software on CentralSquare's servers, and to access the Software remotely as directed by CentralSquare.

III. License; Access.

- A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), CentralSquare grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on CentralSquare's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by CentralSquare in writing, and CentralSquare shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.
- B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.
- C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by CentralSquare.
- D. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of CentralSquare's security and data protection process and procedures and, (ii) that CentralSquare will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify CentralSquare. CentralSquare reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. CentralSquare shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.
- E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified In Addendum 2.

IV. Fees; Payment; Taxes.

- A. As consideration for use of the Subscription Services and the Implementation Services during the initial contract term, Client shall pay those fees and charges set forth in Addendum 2 (together, "Fees"). Subscription fees are due on an annual basis. Failure to pay may result in suspension or termination of your account until payment is made. Thereafter, fees are subject to change upon each successive renewal which shall be mutually agreed and set forth in the Renewal Notice.
- B. As consideration for use of the Subscription Services during renewal contract terms, Client shall pay those fees and charges set forth in the Renewal Notice (together, "Fees").
- C. CentralSquare shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.
- D. All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:

CentralSquare Technologies, LLC
12709 Collection Center Drive,
Chicago, IL 60693

- E. Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). CentralSquare will provide banking information if Client requests to pay by wire transfer or ACH.
- F. Any amounts payable pursuant to this Agreement are to be net to CentralSquare and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due CentralSquare under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on CentralSquare's income.

V. Term and Termination; Suspension of Services.

- A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year ("Initial Term") from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users. If Client terminates this Agreement at any time from contract execution through the Initial Term, Client shall pay the prorated portion of fees owed for the Initial Term through the termination date. If Client terminates this Agreement for convenience during any Renewal Term, Client shall pay the prorated portion of fees owed for the Renewal Term.

- B. At the conclusion of the Initial Term, this Agreement may be renewed for successive one (1) year terms (each a "Renewal Term"), by Client providing renewal notice at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").
- C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.
- D. Client may terminate this Agreement if CentralSquare breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.
- E. In addition to the circumstances as described in Subsection V(F) below, CentralSquare may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by CentralSquare pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.
- F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to CentralSquare is delinquent, CentralSquare may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.
- G. Upon the effective date of expiration or termination of this Agreement: (i) CentralSquare will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to CentralSquare any and all monies that are owed by the Client to CentralSquare under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration.
- H. Upon CentralSquare's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, CentralSquare may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.
- I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, CentralSquare has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon CentralSquare's receipt of all Fees due and owing hereunder.
- J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, CentralSquare shall remove and destroy Client's data. CentralSquare will not return the data to the Client as the Client still retains the source data.

- K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VI. Client Responsibilities.

- A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by CentralSquare to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to CentralSquare so long as the newly appointed Client Administrator has attended CentralSquare's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.
- B. Client is responsible for providing hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.
- C. Client is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one- time importing of the Client Information into Client's database by CentralSquare has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by CentralSquare and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in CentralSquare's policy for inputting Client Information in any Documentation CentralSquare provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not CentralSquare assisted Client with the development or construction of such reports and displays and other uses of the Client Information.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with CentralSquare.
- F. Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.
- G. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable CentralSquare Subscription application.

VII. Confidentiality, Privacy and Business Associate Provisions.

- A. In association with the execution of this Agreement and CentralSquare's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of CentralSquare, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of CentralSquare. Unless required by applicable law or court order, Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of CentralSquare's trade secrets or confidential information without CentralSquare's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of CentralSquare in the support of the Software, CentralSquare has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. CentralSquare shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to CentralSquare for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) CentralSquare hosts on services for access by and transmission to the Authorized Users via the Internet. CentralSquare shall not use any Client Information except as expressly set forth in this Agreement.
- C. In addition to CentralSquare's obligations regarding nondisclosure of Client Information set forth above, in the event that CentralSquare is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, CentralSquare shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.
- D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that CentralSquare has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.
- E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.

- H. Notwithstanding the foregoing, Client understands and agrees that CentralSquare may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that CentralSquare, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of CentralSquare's and Client's interests as the terms stated herein. Client acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

VIII. Ownership.

- A. CentralSquare owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Client agrees that the Subscription Services' screens and any output of the Services, excepting the Client Information, are the property of CentralSquare and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that CentralSquare places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of CentralSquare during the Term, in accordance with this Agreement.

Client agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI, or CJIS data.

As between the parties, CentralSquare agrees that all Client Information provided to CentralSquare under this Agreement for CentralSquare's use in connection with the Subscription Services is the property of Client; provided, however, CentralSquare shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by CentralSquare in the course of providing technical support or otherwise, under this Agreement.

- B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

IX. Disclaimer; Limitation of Liability.

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. CENTRALSQUARE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY CENTRALSQUARE AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL CENTRALSQUARE BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF CENTRALSQUARE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. CENTRALSQUARE DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK.
- D. CENTRALSQUARE REPRESENTS AND WARRANTS TO CLIENT THAT, TO CENTRALSQUARE'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. CENTRALSQUARE SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF CENTRALSQUARE.
- E. IN NO EVENT SHALL CENTRALSQUARE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

X. Indemnification.

Client shall indemnify and hold harmless CentralSquare from, against, and in respect of the full amount of any and all liabilities, damages, and claims including without limitation, attorneys' fees, arising from, in connection with, or incident to the Client's use or misuse of the Software, except as may otherwise be agreed to in writing by the parties, and except as to any negligence, misconduct, or material breach of this Agreement by CentralSquare.

XI. Assignment.

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of CentralSquare, which permission shall not be unreasonably withheld. Any assignment without such express written permission of CentralSquare shall result in the automatic termination of this Agreement.

XII. Written Notices.

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

A. Written Notices to Client:

Written notices to Client may be provided at the address listed for Client on the signature page of this Agreement.

B. Written Notices to CentralSquare:

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, Florida 32746
Attention: Contracts

XIII. Governing Law.

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California, without regard to its conflict of law provisions.

XIV. Integration.

This Agreement contains the entire understanding between the parties and supersedes any proposal or prior agreement regarding the subject matter herein.

This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

City of Vernon, CA

TriTech Software Systems

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

Schedule A

SOFTWARE TECHNICAL SUPPORT

This Software Technical Support document describes the terms and conditions relating to technical support that CentralSquare will provide to Client during the Term of the Agreement.

1. **Product Updates and Releases**

- 1.1. **Updates.** From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Client with the Update and related Documentation.
- 1.2. **Releases.** Client shall promptly agree to install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. **Telephone Support & Support Portal**

- 2.1. **Hours.** CentralSquare shall provide to Client, Monday through Friday, 6:30 A.M. to 5:30 P.M. (Eastern Time) toll-free phone number (800-987-0911), excluding holidays. CentralSquare shall provide to Client, during the Support Hours, commercially reasonable efforts in solving errors reported by the Client as well as making available an online support portal. Client shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Client location(s) if and when CentralSquare and Client agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of CentralSquare, then Client shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Client must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access to the Specified Configuration.
- 2.2. **Urgent and Critical Priority Telephone Assistance after Normal Customer Service Hours.** After Normal CentralSquare Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service via toll-free phone number (800-987-0911). When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

3. **Website Support**

Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to CentralSquare's most current information. Client will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. **Exclusions from Technical Support Services**

CentralSquare shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If Client requests support services for a problem that CentralSquare reasonably believes was caused or exacerbated by a Nonqualified Product, CentralSquare shall provide notice thereof to

Client along with a quoted price for the support services; Client must approve the incurrence of such charges in writing prior to CentralSquare rendering the services. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Client Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 4) Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 5) Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation or any policies of CentralSquare posted on the CentralSquare website following notice from CentralSquare to Client;
- 7) Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

6. Security:

- 1) CentralSquare maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
- 2) If required by the Client, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

7. System Maintenance.

Software maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with

the Client's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM. The upgrades are installed at mutually agreed times. Typical Records Enterprise downtime is 4-8 hours depending on data size and start/end version changes. Web patches can take 20-30 minutes to install. CentralSquare recommends reserving a weekly or monthly maintenance window between 0000-0500 (i.e. Midnight to 5:00AM) for patching and other maintenance activity. CentralSquare may only take a small portion of this time, but this is reserved for the full amount of time in the event the entire window of time is needed.

7.1. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Client's standard business hours of operation and the Client will be notified prior to the upgrade.

Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Client promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

8. Priorities and Support Response Matrix: The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

This matrix defines the support issues, response times and resolutions for the Client's Subscription applications.

Priority	Priority Definition	Response Times
Priority 1 – Critical Priority	<p>Search. 24X7 Support for live operations on the production system. This is defined as the following:</p> <ul style="list-style-type: none"> The applicable server is down, and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. The applicable system is inoperable due to data loss or corruption caused by CentralSquare Software <p>This means that one or more CentralSquare server components are down or inaccessible, disabling all usability of Client's workstations</p> <p>These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800.987.0911.</p> <p>Priority 1 issues must be called in via 800.987.0911 to receive this level of response.</p> <p>There are no Priority 1 issues for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops</p>

Priority 2 – Urgent Priority	<p>Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible.</p> <p>Generally, this means that a significant number of the system workstations are negatively impacted by this error (e.g. does not apply to a minimal set of workstations). These Software Errors are defined in Special Note #2, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.</p> <p>Priority 2 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops</p>
Priority 3 – Non-Critical	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 3 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops</p>
Priority 4 – Minor	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 4 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops</p>

- 9. Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Amendment if the failure is caused by adverse impact due to:
- 9.1. defectiveness of the Client's environment, Client's systems, or due to Client corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.
 - 9.2. denial of reasonable access to Client's system or premises preventing CentralSquare from addressing the issue.
 - 9.3. material changes made to the usage of the Software by Client where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Client or its subcontractors, of communications links necessary to the proper performance of the Software.

9.4. a force majeure event, or the negligence, intentional acts, or omissions of Client or its agents.

- 10. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.
Priority 2 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	CentralSquare will work to provide the Client with a solution that allows the Client to resume normal operations on the production system which may include a fix on the system prior to the next planned commercial release of the applicable CentralSquare product software.
Priority 3 – Non - Critical	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

- 11. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Client business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

11.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 10 for regular System Maintenance.

11.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

- 12. Virtual Private Network (VPN) Concentrator.** If Client's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Client's location but is, and shall remain, the property of CentralSquare.

- 13. Client Cooperation.** Client may be asked to perform problem determination activities as suggested by CentralSquare. ~~Problem determination activities may include capturing error messages, documenting steps taken~~

and collecting configuration information. Client may also be requested to perform resolution activities including, for example, modification of processes. Client agrees to cooperate with such requests, if reasonable.

- 14. Training.** Outside the scope of training services purchased, if any, Client is responsible for the training and organization of its staff in the operation of the Software.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all Intellectual Property Rights in development work performed and Client may request consulting and development work from CentralSquare as a separate billable service.

ADDENDUM 1 BUSINESS ASSOCIATE ASSURANCE

In the event that CentralSquare is deemed to be a "Business Associate" of Client, and Client is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, CentralSquare, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with CentralSquare supplied services. In conformity therewith, Contractor agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate CentralSquare Support Agreement; (ii) as required for the proper management and administration of CentralSquare in its capacity as a HIPAA Business Associate of Client, in the event CentralSquare is deemed to be a Business Associate of Client for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the CentralSquare Service Agreement;
- Report to Client any use or disclosure of PHI not provided for by the CentralSquare Service Agreement of which CentralSquare becomes aware;
- Ensure that any agents or subcontractors to whom CentralSquare provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to CentralSquare with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event CentralSquare maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Client in the event that CentralSquare maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Client the information required to provide an accounting of the disclosures of PHI, if any, made by CentralSquare on Client's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Client's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Client's compliance with HIPAA and the Privacy Regulations;
- At the termination of the CentralSquare Service Agreement, return or destroy all PHI received from, or created or received by CentralSquare on behalf of Client. In the event the return or destruction of such PHI is infeasible, CentralSquare's obligations as defined in this Business Associate Assurance shall continue in force and effect so long as CentralSquare possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the CentralSquare Service Agreement to the contrary, Client may terminate the Agreement if Client determines that CentralSquare has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic

Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Client of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by CentralSquare

Except as otherwise limited by the Agreement, CentralSquare may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Client if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, CentralSquare may use PHI for the proper management and administration of CentralSquare or to carry out the legal responsibilities of CentralSquare. CentralSquare may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if CentralSquare has been otherwise engaged by Client to perform these services.

ADDENDUM 2

Support Fees

Based on Client's current licensed CentralSquare Software, the support fees for Client's annual support term(s) are set forth below:

Application	Qty	08/25/2021- 08/24/2022	08/25/2022- 08/24/2023	08/25/2023- 08/24/2024
TriTech.com Analytics 5 Annual Maintenance Fee	1	USD 2,200.00	USD 2,310.00	USD 2,425.50
TriTech.com Analytics 5 Annual Maintenance Fee	1	USD 2,500.00	USD 2,625.00	USD 2,756.25
Total		USD 4,700.00	USD 4,935.00	USD 5,181.75

Prior to the end of the then current support term, and each subsequent annual support term, CentralSquare will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section IV (c) of this Agreement. An increase in the CentralSquare Software licenses granted to Client will result in an increase in the Software Support fee.

SOFTWARE SUPPORT AGREEMENT

TriTech Software Systems

SOFTWARE SUPPORT AGREEMENT

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SOFTWARE SUPPORT AGREEMENT

Client: Vernon Police Department
Address: 4305 Santa Fe Avenue
City, State, Zip: Vernon, CA 90058
Phone, Fax: TBD
Contact Name: TBD

This Software Support Agreement (this “Agreement”) is made by and between TriTech Software Systems, a CentralSquare Technologies, LLC company, referred to herein as “TriTech”, with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and the entity named above, referred to herein as “Client” (who together are referred to as the “Parties”, or individually as “Party” herein), with reference to the following facts.

A. WHEREAS, TriTech and Client have entered into a System Maintenance Agreement dated August 21, 2018; and

B. WHEREAS, this Software Support Agreement (this “Agreement”) supersedes and replaces the System Maintenance Agreement, and is entered into to provide continued Software Support for Client’s licensed TriTech software applications for a period as further defined herein.

NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, TriTech and Client agree as follows:

1.0 DEFINITIONS

1.1 “Business Hours” means TriTech’s normal business hours as further defined in Addendum B to this Agreement.

1.2 “Documentation” means any standard user manuals or other related instructional and/or reference materials, provided by TriTech or other Software Vendors, including on-line help information and Release Notes issues in connection with Updates.

1.3 “Effective Date” means the last date of signature of this Agreement.

1.4 “Equipment” means the computer system equipment which meets TriTech’s minimum recommended specifications.

1.5 “Help Desk” means the TriTech function consisting of receiving calls from Client concerning System problem and assisting Client with respect to the manufacturers of Equipment, Software, and other items acquired under the original Software License Agreement under the

applicable warranties and/or maintenance support agreements.

1.6 “Server” means a computer in a local area network that runs administrative software which controls access to all or part of the network and its resources and makes such resources available to computers acting as workstations on the network.

1.7 “Software Error” means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications.

1.8 “Software License Agreement” means the agreement entered into between Client and TriTech for license of the software applications supported under this Agreement.

1.9 “Software Support” means Telephone Support, Software Error Correction, and Software Update services provided by TriTech as more fully described in this Agreement.

1.10 “Specifications” means the functional requirements with respect to each Subsystem, including interface specification documents, and the published specifications for the Equipment, which documents are incorporated by reference herein as though set forth in full.

1.11 “Subcontractor” means one of the entities identified in the Statement of Work as subcontractors to TriTech.

1.12 “Subcontractor Hardware” means the hardware supplied by a Subcontractor as part of its subsystem.

1.13 “Subcontractor Software” means software supplied by a Subcontractor as part of its subsystem.

1.14 “System” means collectively all subsystems that make up the integrated computer system purchased or licensed under the System Maintenance Agreement and Software License Agreement between TriTech and Client.

1.15 “System Software” means without limitation, operating system software, DBMS Software, and communications software.

1.16 “TriTech Documentation” means any standard user manuals or other related instructional and/or reference materials, provided by TriTech, including on-line help information and Release Notes issues in connection with Updates.

1.17 “Telephone Support” means the service provided by TriTech for access to the TriTech Technical Services Department by telephone, on a twenty-four (24) hour a day, seven (7) day per week basis, or as applicable on a Business Hour basis as further defined in this Agreement.

1.18 “TriTech Software” means the Object Code version of the software licensed to Client under the Software License Agreement between TriTech and Client.

1.19 “Update” means revisions or additions to Software provided by the Vendor thereof. The term “Update” does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by the Vendor.

1.20 “Use” means copying of any portion of Software from a storage unit or media into a computer or Server and execution of the software thereon. This term shall be construed to refer to a grant of reproduction rights under 17 U.S.C. 106(1), and shall not be construed to grant other rights held by the copyright owner, including without limitation, the right to prepare derivative works.

1.21 “User” means the operator of a Workstation that is configured to access and/or utilize the capabilities and features of the System.

1.22 “Vendor” means any supplier of hardware, software, or services provided under the System Maintenance Agreement, including TriTech, Subcontractors, System Software supplies and Equipment suppliers. With respect to software, this term means the owner of the intellectual property rights, including copyright, to the software.

1.23 “Workstation” means any computer input station that utilizes the functionality of the System, whether the software resides locally or on a server.

2.0 TERM AND TERMINATION

2.1 Client’s current annual support term is August 25, 2018 through August 24, 2021. This Agreement is effective August 25, 2021 through August 24, 2024. Support fees will be paid on an annual basis.

2.2 Either party may terminate this Agreement upon written notice to the other party in the event that (i) the other party fails to comply with any material term or condition of this Agreement, provided that such failure has not been cured within thirty (30) days receipt of written notice of such failure; or (ii) the other party’s business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination; or (iii) written notice of termination for convenience is provided by one Party to the other Party within ninety (90) days’ prior to the end of the then current support term.

3.0 SUPPORT FEE(S)

3.1 Software Support fee(s) to be paid by Client for the initial term of this Agreement are established based on the software licenses currently granted to Client. The Software Support fee for the initial term and the subsequent two (2) annual terms shall be the amount specified in Addendum A hereto.

3.2 Unless otherwise terminated as provided herein, TriTech shall notify Client prior to the end of the initial support term of the Software Support fees for the first renewal term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term and are due for all TriTech Software applications and modules licensed to Client. Software Support fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional licenses purchased by Client

during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period.

3.3 Software Support fees do not include reasonable travel, food or lodging expenses incurred by TriTech for support services provided at Client's site or other locations remote from TriTech's principal place of business. Such expenses must be pre-approved by Client and shall be paid by Client on receipt of TriTech's invoice for such expenses. Travel costs submitted for reimbursement will be actual costs, plus a five percent (5%) administrative fee.

3.4 If Client ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Client's system current, which fees shall be charged at TriTech's then current rates for such services, shall also be the responsibility of the Client. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by TriTech to further development, enhancement and support of the TriTech Software must be spread over TriTech's client base and fairly shared by all TriTech Software users.

3.5 All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid. Failure to pay annual Software Support fees when due may result in a notice of termination in accordance with section 2.3.

Remittance Address for Payments Only:

TriTech Software Systems
12709 Collection Center Drive
Chicago, IL 60693

3.5.1 Payments may be made by check; wire transfer; or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.

3.6 Except for taxes for which Client provides TriTech with written certification of its tax-exempt status, if TriTech is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Client's use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice.

4.0 SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT

4.1 TriTech will provide support services as more fully described in Addendum B.

4.2 Client shall appoint a principal point of contact with a level of knowledge of the TriTech Software and Client's computer environment to manage the reporting of Software Errors to TriTech in accordance with the Software Error Guidelines and Procedures set forth in Addendum B. TriTech reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client.

4.3 At all times during the term of this Agreement or any renewal period, each party shall ensure that its employees do not engage in a disrespectful, disruptive, demeaning, or otherwise inappropriate or abusive manner in dealing with the other party and its employees. Any such behavior shall be reported to the party's supervisor, manager, or executive as applicable for corrective action. A party's failure to remedy any reported issues related to employee misconduct, including removal of the offending employee from direct contact with the other party, may be cause for termination in accordance with section 2.3 herein.

5.0 SOFTWARE ERROR CORRECTION AND ACCESS

5.1 If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the TriTech Documentation. If following the error procedures does not correct the Software Error, Client shall promptly notify TriTech pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by TriTech. Upon notification of a reported Software Error, TriTech shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum B. If TriTech is unable to reproduce the Software Error at TriTech's facility, the Client will assist in the research of a support issue including logging or other diagnostic tools as provided by TriTech. TriTech will provide onsite assistance if the Client and TriTech determine that it is necessary for TriTech personnel to travel to Client's site to reproduce the error. If it is determined that reported problem was caused by the TriTech Software, TriTech will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, Subcontractor Software or Hardware, or System Software, or is otherwise not attributable to the TriTech Software Client shall reimburse TriTech for its travel expenses incident to the on-site visit, as well as TriTech's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

5.1.1 If, during the term of this Agreement, Client experiences performance issues with the TriTech Software related to user transaction times (the elapsed time between electronically requesting information [i.e., depressing the "enter" key or mouse button] to the appearance of the data requested on the next screen) that materially degrades the operational use of the TriTech Software, the Client shall notify TriTech in accordance with Addendum B. TriTech will assist the Client to determine the source of the user transaction times issue (TriTech Software, third party products, Client supplied network, etc.). If the related to user transaction times is found to be caused by the TriTech Software, TriTech will use commercially reasonable efforts to resolve the issue according to the Priority status (defined in Addendum B) assigned based on the Subsystem, transaction type, and operational impact on the Client's Users.

5.2 TriTech maintains a Security program for managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

5.3 If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's

job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

6.0 SOFTWARE UPDATES

6.1 From time to time at TriTech's discretion, Updates to the TriTech Software and TriTech Documentation will be developed and provided to Client. All Updates to the TriTech Software and TriTech Documentation shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed TriTech Software thereunder. (Updates do not include new versions or separate modules or functions that are separately licensed and priced.)

7.0 LIMITATIONS

7.1 Software Support for the TriTech Software shall be subject to and conditional on Client's implementation and use of a version of the TriTech Software that is the most current general release version thereof that is offered to Client. If Client does not implement the most current general release version when it is made available, TriTech shall only be obligated to provide Software Support for Client's version of the TriTech Software for a period of twelve (12) months thereafter.

7.2 TriTech shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

7.3 If any of the following circumstances exist, TriTech shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

7.3.1 Problems in the TriTech Software are caused by modification of the TriTech Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party.

7.3.2 Problems in the TriTech Software are caused by the TriTech Software not being used in accordance with the TriTech Documentation, or other instructions provided by TriTech, or by misuse or neglect.

7.3.3 Problems in the TriTech Software are caused by software not provided by TriTech, not approved by TriTech in writing or not specified as compatible in the TriTech Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 7.4 of this Agreement.)

7.3.4 Problems in the TriTech Software are caused by equipment which does not meet the configuration requirements, or Client does not maintain the site and facility as specified in the TriTech Documentation.

7.3.5 Problems in the TriTech Software are caused by one or more computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up-

to-date virus checking software in accordance with TriTech Documentation and shall check all software received from TriTech or any other person or entity for viruses before introducing that software into any part of the TriTech System. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, and will, at its expense, reload said software on Client's Equipment. Client shall practice reasonable back-up procedures for the TriTech System in accordance with TriTech Documentation.

7.3.6 Problems in the TriTech Software are caused by Subcontractor Software or System Software, including but not limited to operating system software.

7.3.7 Problems in the TriTech Software are caused by Equipment or software provided by Client or third parties with which the TriTech Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

7.4 If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by TriTech, it shall, before loading such software, follow the procedures regarding third party software compatibility in the TriTech Documentation, and contact the TriTech Customer Service Department at the telephone numbers listed in Addendum B for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations.** Client agrees that if the loading of such third-party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release TriTech from any obligations or liabilities related to operation or performance of the System, the TriTech Software, Subcontractor Software, or any other item provided by TriTech under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

7.5 TriTech Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by TriTech and the mutual agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, TriTech shall be under no obligation, express or implied, with respect to such Third-Party Changes.

7.6 Problems in the TriTech Software or transmission of data caused by wireless services are not warranted by TriTech, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.

7.7 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable

systems.

8.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE

8.1 Maintenance and support for Equipment provided under the Purchase Agreement (except as otherwise stated therein) is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the TriTech Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and reasonable assistance, as defined in 8.2 below, in determining the cause of the reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third-party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

8.1.1 TriTech Jail, as further defined in Addendum B, will be installed on server(s) maintained by TriTech.

8.2 Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers, or the provisions of the applicable Subcontract support terms provided hereto at Addendum C if continued annual support for the applicable Subcontractor Software is provided under this Agreement as further defined herein. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Purchase Agreement does not perform as provided in the applicable Specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TriTech Software issue or an issue with a Third-Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, TriTech will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led TriTech to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the TriTech Software and are not caused by a Client specific installation or configuration of the O/S, TriTech will work with Microsoft to coordinate the resolution. Notwithstanding the above, TriTech is not and shall not be a party to such third-party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

9.0 LIMITATION OF LIABILITY

9.1 The total liability of TriTech for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be

limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to TriTech for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by TriTech's insurance carrier(s), the coverage limits of such insurance.

9.2 IN NO EVENT SHALL TRITECH BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE TRITECH SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10.0 DISPUTE RESOLUTION

10.1 The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either TriTech's or the Client's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute with sixty (60) days of the initial written request, either Party may take appropriate legal action.

11.0 SEVERABILITY

11.1 If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

12.0 FORCE MAJEURE/EXCUSABLE DELAY

12.1 Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13.0 CONSTRUCTION AND HEADINGS

13.1 The division of this Agreement into sections and the use of headings of sections

and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

14.0 WAIVER

14.1 The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

14.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

15.0 ENTIRE AGREEMENT

15.1 This Agreement and its Addenda or Amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

16.0 APPLICABLE LAW

16.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California without regard to its conflict of law.

17.0 ASSIGNMENT

17.1 Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of TriTech's assets, TriTech may assign this Agreement to an entity ready, willing and able to perform TriTech's executory obligations hereunder, upon the express written assumption of the obligations hereunder by the assignee.

18.0 NOTICES

18.1 All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To Client:

Attn: _____

To TriTech:

TriTech Software Systems
1000 Business Center Drive
Lake Mary, FL 32746
Attn: Contracts

19.0 GENERAL TERMS

19.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

19.2 This Agreement shall not become a binding contract until signed by an authorized officer of both parties, and it is effective as of the date so signed.

19.3 This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

19.4 The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement but shall be construed as if all parties prepared this Agreement.

19.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

19.6 A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

19.7 This Agreement is made for the benefit of the Parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind,

or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

19.8 EACH PARTY'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.

Vernon Police Department

TriTech Software Systems

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

ADDENDUM A

SUPPORT FEES

Based on Client's current licensed TriTech Software, the support fees for Client's annual support term(s) are set forth below:

Application	Qty	08/25/2021- 08/24/2022	08/25/2022- 08/24/2023	08/25/2023- 08/24/2024
RMS Workstation Software Annual Maintenance Fee	1	\$15,122.11	\$15,878.22	\$16,672.13
CAD Workstation License (IN) Annual Maintenance Fee	1	\$23,217.39	\$24,378.26	\$25,597.17
Mobile CAD Interface Annual Maintenance Fee	1	\$29,035.18	\$30,486.94	\$32,011.29
Enterprise CAD Integrated Solution Annual Maintenance Fee	1	\$400.00	\$420.00	\$441.00
Total		\$67,774.68	\$71,163.41	\$74,721.58

Application	Qty	08/02/2021- 08/01/2022*	08/02/2022- 08/01/2023	08/02/2023- 08/01/2024
Enterprise RMS Integrated Solution Annual Maintenance Fee	1	-	\$3,600.00	\$3,780.00
Enterprise RMS Test or Training System Annual Maintenance Fee	1	-	\$1,620.00	\$1,701.00
Enterprise RMS Reporting Server License Annual Maintenance Fee	1	-	\$450.00	\$472.50
Total		-	\$5,670.00	\$5,953.50

* The amount total for Maintenance include the first year of software use and maintenance. Commencing one year after Go Live, Year 2 Support and Maintenance shall be due.

Prior to the end of the then current support term, and each subsequent annual support term, TriTech will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 3.2 of this Agreement. An increase in the TriTech Software licenses granted to Client will result in an increase in the Software Support fee.

ADDENDUM B

SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

This Software Technical Support describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

1. **Product Updates and Releases**

- 1.1. **Updates.** From time to time TriTech may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal “Update” to the Software. If Client is receiving technical support from TriTech on the general release date for an Update, TriTech will provide the Client with the Update and related Documentation.
- 1.2. **Releases.** Client shall promptly agree to install and/or use any Release provided by TriTech to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever TriTech determines, in its sole discretion, that such updates are necessary.

2. **Telephone Support & Support Portal**

- 2.1. **Hours.** TriTech shall provide to Client, Monday through Friday, 7:30 A.M. to 8:30 P.M. (Eastern Time) toll-free phone number (800-987-0911), excluding holidays. TriTech shall provide to Client, during the Support Hours, commercially reasonable efforts in solving errors reported by the Client as well as making available an online support portal. Client shall provide to TriTech reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist TriTech in its efforts to diagnose, reproduce and correct the error. This support shall be provided by TriTech at Client location(s) if and when TriTech and Client agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of TriTech, then Client shall pay for TriTech's investigation and related services at TriTech's standard professional services rates. Client must provide TriTech with such facilities, equipment and support as are reasonably necessary for TriTech to perform its obligations under this Amendment, including remote access to the Specified Configuration.
- 2.2. **Urgent and Critical Priority Telephone Assistance after Normal Customer Service Hours.**
After Normal TriTech Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

3. Website Support

Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to TriTech's most current information. Client will need to enter its designated username and password to gain access to the technical support areas on TriTech's website. TriTech's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

TriTech shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If Client requests support services for a problem that TriTech reasonably believes was caused or exacerbated by a Nonqualified Product, TriTech shall provide notice thereof to Client along with a quoted price for the support services; Client must approve the incurrence of such charges in writing prior to TriTech rendering the services. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Client Responsibilities

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 5.2 Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 5.3 Maintain the designated computer system at the latest code revision level reasonably deemed necessary by TriTech for proper operation of the Software;
- 5.4 Supply TriTech with access to and use of all information and facilities reasonably determined to be necessary by TriTech to render the technical support described herein;
- 5.5 Perform any test or procedures reasonably recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website following notice from TriTech to Client;
- 5.7 Client shall remain solely responsible at all times for the safeguarding of Client's proprietary,

confidential, and classified information; and

5.8 Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

6. Security:

6.1 TriTech maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

6.2 If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

7. Priorities and Support Response Matrix: The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Software Technical Support. TriTech will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	<p>Normal Customer Service Hours Support for live operations on the production system: A system down or not functioning event, and no procedural workaround exists. This is defined as the following:</p> <ul style="list-style-type: none"> • TriTech server software inoperative • Loss of ability for all users to log on to system • Loss of transactional data & transactional data corruption 	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. TriTech initially responds to a Priority 1 case within one hour after opening.</p> <p><i>After Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800-987-0911.</i></p> <p>Priority 1 issues must be called in</p>

	<p>This means one or more critical server components are nonfunctional disabling the software or the field reporting capabilities of workstations.</p>	<p>via 800-987-0911 in order to receive this level of response.</p>
<p>Priority 2 – Critical</p>	<p>Normal Customer Service Hours Support for live operations on the production system: A serious Software Error that disrupts operations but there is capacity to remain productive and maintain necessary business level operations. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • Loss of ability for TriTech users to enter Case (Incident, Arrest and Custody) records into the system • Unable to book or release inmates <p>A significant number of the workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. TriTech initially responds to a Priority 2 case within two hours after opening.</p> <p><i>After Normal Customer Service Hours: One (1) hour minute call back after Client telephone contact to 800-987-0911.</i></p> <p>Non-Urgent Priority issues may also be reported via https://support.centralsquare.com/s/contrac-us</p>
<p>Priority 3 – Non-Critical</p>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent or Critical Priority, has a workaround available, and involves partial loss of noncritical functionality. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • Loss of Non-Urgent Data (with “Non- Urgent” being defined as not causing an error classified as a Priority 1 or Priority 2 error (above). • NIBRS State reporting issues that cause agency reports to exceed State 	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. TriTech initially responds to a Priority 3 case within eight business hours after opening.</p> <p>Non-Critical Priority issues may also be reported via https://support.centralsquare.com/s/contrac-us</p> <p>Non-Critical Priority issues are not managed after Normal Customer Service Hours.</p>

	<p>error submission limits</p> <ul style="list-style-type: none"> • UCR reporting multiple occurrence of inaccurate data 	
Priority 4 – Minor	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. The inconvenience is slight and can be tolerated.</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. TriTech initially responds the next business day after the point of opening a Priority 4 case during TriTech's normal local business hours or within two business days after a P4 case is opened outside of TriTech's normal local business hours.</p> <p>Minor Priority issues may also be reported via https://support.centuralsquare.com/s/contrac-us</p> <p>Minor Priority issues are not managed after Normal Customer Service Hours.</p>

8. Exceptions. TriTech shall not be responsible for failure to carry out its service and maintenance obligations under this Amendment if the failure is caused by adverse impact due to:

- 8.1. defectiveness of the Client's environment, Client's systems, or due to Client corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.
- 8.2. denial of reasonable access to Client's system or premises preventing TriTech from addressing the issue.
- 8.3. material changes made to the usage of the Software by Client where TriTech has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Client

or its subcontractors, of communications links necessary to the proper performance of the Software.

8.4. a force majeure event, or the negligence, intentional acts, or omissions of Client or its agents.

9. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, TriTech provides a continuous resolution effort until the issue is resolved. TriTech will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.
Priority 2 – Critical	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work to provide the Client with a solution that allows the Client to resume normal operations on the production system which may include a fix on the system prior to the next planned commercial release of the applicable TriTech product software.
Priority 3 – Non - Critical	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If TriTech determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

- 10. Non-Production Environments.** TriTech will make commercially reasonable efforts to provide non-production environment(s) during Client business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above for regular System Maintenance.
- 10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.
- 11. Training.** Outside the scope of training services purchased, if any, Client is responsible for the training and organization of its staff in the operation of the Software.
- 12. Development Work.** The Support Standards do not include development work either (i) on software not licensed from TriTech or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. TriTech retains all Intellectual Property Rights in development work performed and Client may request consulting and development work from TriTech as a separate billable service.

Change Order

☐ Post Go-Live

☐ Decommission

☐ Cancellation

☐ GSA

Date: 9/2/2021

General & Client Information

Agency/Entity Name: Vernon Police, CA

Product Family: PSJ

Bill To #: 4306 South Santa Fe Ave.

Install Name: Q-00030907

Original Contract #: SR-55404

Client Purchase Order #:

Client Purchase Order Date:

Client Contact: Ernesto Smith

Contact Phone: (323) 583-8811

Contact Email Address: esmith@ci.vernon.ca.us

Credit Terms: Net-30

Account Executive:

Project Manager: Mike McClamroch

Bill to:

Vernon, CA 90058

Ship to:

Project Products & Services Change Summary

Asset	Product Group	Item Description	Quote #	Original Qty	Qty Change (+/-)	Updated Qty	Unit Price	Qty/Unit \$	Discounts	Extended Price
Services	PSJ Enterprise	Estimated Travel Expenses (To be billed as incurred)	1	-0.307389	0.692611	\$20,300.00	\$ (6,240.00)			\$ (6,240.00)
Services	PSJ Enterprise	Public Safety Training - Fixed Fee	Q-66436	0	32	32	\$ 195.00	\$ 6,240.00		\$ 6,240.00
Total:										\$ 0.00

Project Payment Terms: Payment due in full 30 days from date of invoice

Estimated travel is partially removed from contract:

Total: \$ (6,240.00)

New services are fixed fee, due upon completion of training. Will be invoiced under Q-66436:

\$ 6,240.00

Total Payments: \$ 0.00

Summary Information & Project Notes

Send Purchase Orders to:

Account Management

Remit Payments to:

CentralSquare Technologies, LLC

12709 Collection Center Drive

Chicago, IL 60693

Issued by: Crystal Roth

Contact info: crystal.roth@centralsquare.com

Terms and Conditions

Proposed Change Order is valid for 60 (sixty) days. The terms and conditions outlined in the original contract apply to this change when fully executed.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box below and, either, (i) attach a copy of this change order to your purchase order when it is remitted to CentralSquare, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice for this change order, sign below and email this change order to your account manager to indicate your acceptance.

Purchase Order required and attached, reference PO# on invoice

No Purchase Order required to invoice

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if CentralSquare does not have my current exempt information on file.

Accepted for Client

Vernon Police, CA

Client Agency/Entity Name

Print Name

Client Authorized Representative

Signature

Client Authorized Representative

Title

Date



CENTRAL SQUARE

TECHNOLOGIES

Vernon Police Department, CA

Quote Q-00030907

Task Completion Report 1

Reference: Web RMS Upgrade w/ NIBRS Q-00030907

Effective Date: 12/17/2021

The purpose of this Task Completion Report ("TCR") is to document the mutual acceptance between CentralSquare and Vernon Police Dept., CA of the items listed in this TCR, in reference to [Vernon Police Department, CA - Web RMS Upgrade w/ NIBRS Q-00030907](#).

Completion of Project Deliverables:

The following Project Deliverable(s) have been completed:

1. TriTech Inform RMS Software License Fee(s)
 - a. Inform RMS Reporting Server License – 8/28/2020
 - b. Inform RMS Test or Training System – 8/28/2020
2. TriTech Inform RMS Implementation Service Fee(s)
 - a. Business Analysis & Consultation Services – 9/16/2021
 - b. Inform RMS 3-Day Workshop and Consultation
 - i. Configuration and Administration Workshop 3 days – 2/18/2021
 - ii. Template Workshop 3 days – 3/11/2021
 - iii. Validation and Readiness Workshop 3 days – 6/24/2021
 - c. Inform RMS End User Training - Field Officers (2 Days) – 6/29/2021
 - d. Inform RMS Output Designer Workshop 3 Day – 4/15/2021
 - e. Inform RMS Post Go Live System Optimization and Advanced Configuration Workshop 3 Days – 9/1/2021
 - f. Inform RMS Reporting Server Configuration – 8/28/2020
 - g. Inform RMS Server Installation and Configuration
 - i. Production environment – 8/28/2020
 - ii. Training environment – 8/28/2020
 - h. Inform RMS User Training - Records (2 Days) – 7/1/2021
 - i. NIBRS Migration services hours – 9/14/2021
 - j. Onsite Go Live Support Services for Inform RMS (8 Hour Coverage for 4 Days - Single Shift Per Day, One Person Per Shift) – 8/5/2021
3. Custom Solution(s) – Inform RMS NIBRS License – 3/8/2021
4. Project-Related Fee(s)
 - a. Estimated Travel Expenses (To be billed as incurred) – 8/6/2021

- b. Professional Service - SQL Installation (Remote Service) – 8/28/2020
 - c. Report Writing Training (3 days) – 6/17/2021
 - d. Additional User Training onsite 4 days per change order (2 days Field Officer & 2 days Property & Evidence training) – 7/16/2021
5. Annual Maintenance Fee(s) Year 1
- a. Inform RMS NIBRS License – 8/2/2021
 - b. Inform RMS Reporting Server License – 8/2/2021
 - c. Inform RMS Test or Training System Maintenance – 8/2/2021

Note: The following items are pending the completion of Classic Data Importer (CDI) migration:

- 1. Inform RMS Data Conversion
- 2. Professional Service - VisionRMS Data Transfer (Remote Service)
- 3. Project Management

Acknowledgement:

Approval of this TCR does not generate an invoice related to this Project.

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will be deemed accepted. Acceptance of this TCR will close out the deliverable(s), milestone(s), and/or project, as applicable. Any delays in the execution or acceptance of this Document may result in a project slowdown or stoppage .

Please sign and return this document to CentralSquare.

In Process

Approvals	
Client Project Manager	Print Name: _____ Signature: _____ Date: _____
CentralSquare Project Manager	Print Name: William Michael McClamroch Signature:  Date: 12/17/2021

Quote #: Q-69013**Primary Quoted Solution:** IQ**Quote expires on:** December 29, 2021**Quote prepared for:**

Donna Aggers

Vernon Police Department

4305 S. Santa Fe Avenue

Vernon, CA 90058

(323) 583-8811

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
CrimeView Analytics: Informative (3 years data) CST System Subscription	1	3,350.00	3,350.00
CrimeView Analytics: Standard (3 years data) CST System Subscription	1	3,125.00	3,125.00
Software Total			6,475.00 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Public Safety GIS/Analytics Services - Fixed Fee	19,500.00
Public Safety Project Management Services - Fixed Fee	3,900.00
Services Total	23,400.00 USD

QUOTE SUMMARY

Software Subtotal	6,475.00 USD
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Services Subtotal	23,400.00 USD
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Quote Total	29,875.00 USD
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WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	6,475.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [☐] No [☐]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____



Change Order

Quote prepared on:

November 08, 2021

Quote prepared by:

Chris Grant

chris.grant@centralsquare.com

Quote #: Q-74101

Primary Quoted Solution: PSJ Enterprise

Quote expires on: February 06, 2022

Change Order in reference to: Q-00030907

Quote prepared for:

Donna Aggers

Vernon Police Department

4305 S. Santa Fe Avenue

Vernon, CA 90058

(323) 583-8811

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Estimated Travel & Living Enterprise PSJ	2,100.00
Public Safety Consulting Services - Fixed Fee	4,680.00
Public Safety Project Management Services - Fixed Fee	975.00
Services Total	7,755.00 USD

QUOTE SUMMARY

Services Subtotal	7,755.00 USD
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Quote Total 7,755.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00

MORE INFORMATION AT CENTRALSQUARE.COM



Change Order

Quote prepared on:

November 08, 2021

Quote prepared by:

Chris Grant

chris.grant@centralsquare.com

FIRST YEAR SUBSCRIPTION TOTAL	0.00
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The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

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PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Upon Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

MORE INFORMATION AT [CENTRAL SQUARE.COM](https://www.centralsquare.com)



Change Order

Quote prepared on:

November 08, 2021

Quote prepared by:

Chris Grant

chris.grant@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Vernon Police Department

Signature: _____

Name: _____

Date: _____

Title: _____

Summary of Services

[Project: Vernon Police, CA, Property and Evidence Workshop, Q-74101](#)

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

[Project Scheduling](#)

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

[Change Requests](#)

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

[Services Scope of Project](#)

The project includes the following scope of services.

[Consulting Services](#)

The Records Enterprise Consultant will enable the Property and Evidence module in all environments desired by the client. The Consultant will prepare the property and evidence module in the designated "Training" environment to conduct the Records Enterprise Property and Evidence Training. Consulting Hours will not exceed (24) hours to prepare the system and conduct the Training.

[Property and Evidence Training](#)

The Records Enterprise Property and Evidence training is a hands-on course for personnel responsible for entering, updating, and maintaining evidence records, and providing written notification for property or impounds. Students learn how to configure the module, search evidence records, manage evidence items, create item barcodes, and use barcoding for inventory evidence. Training should be conducted directly with the Evidence Technicians at the agency's Evidence room.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to maintaining Evidence. 3) A thorough understanding of how each of the Agency's Evidence locations are laid out and used.

[CentralSquare Responsibilities](#)

- Conduct a training orientation via conference call between the assigned CentralSquare Training personnel and the designated Client representative. The objective of this session is to define the Training Schedule, based on the configurations of the Subsystem.
- Schedule the Records Enterprise Training class(es) in accordance with the Client's availability and the Project Schedule.
- Prepare and distribute the meeting agendas and documents for Client review or completion to all required attendees two weeks prior to each meeting.



- Develop and provide the Records Enterprise Training Plan for all licensed product options to the Client.
- Conduct the training session(s) for the licensed product options on a mutually agreed to schedule.
- Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

Client Responsibilities

- Participate in the training orientation by providing a decision maker that can articulate the specific business practices that have been used in guiding the build of the Client's System.
- Provide adequate facilities for the execution of the training to include adequate seating for each workstation and an overhead projector.
- Provide a Local Records Administrator for each class that can answer agency specific questions as related to the build of the Client's system.
- Review and approve the applicable TCRs.

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

Quote #: Q-75336
Primary Quoted Solution: PSJ Enterprise
Quote expires on: December 29, 2021

Quote prepared for:
Donna Aggers
Vernon Police Department
4305 S. Santa Fe Avenue
Vernon, CA 90058
(323) 583-8811

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
24 Hour PSJ Professional Services Bundle	5,000.00
Services Total	5,000.00 USD

QUOTE SUMMARY

Services Subtotal	5,000.00 USD
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Quote Total **5,000.00 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

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PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Upon Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Vernon Police Department

Signature: _____

Name: _____

Date: _____

Title: _____

City Council Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: February 1, 2022

SUBJECT

Regulations of Sidewalk Vending

Recommendation:

- A. Find that the proposed action is exempt from the California Environmental Quality Act (CEQA), in accordance with CEQA Guidelines Section 15061(b)(3), because there is no possibility that regulation of sidewalk vending will have a significant effect on the environment;
- B. Waive full reading and introduce and conduct first reading of Ordinance No. 1276 adding Chapter 12.10 - Sidewalk Vending to Title 12 - Streets, Sidewalks and Public Places of the Municipal Code; and
- C. Direct staff to schedule second reading and adoption for the February 15, 2022 City Council meeting.

Background:

Currently, sidewalk vending in the City of Vernon is unregulated, and City staff does not have the ability to control vending activity without adding regulations to the Vernon Municipal Code. While sidewalk vending promotes entrepreneurship and can provide a vibrant street scene, in order to protect the health, safety and welfare of the public, sidewalk vending must be regulated. The City's ability to regulate sidewalk vending is limited by Senate Bill No. 946 (SB 946) that was signed into law on September 17, 2018. SB 946 decriminalizes sidewalk vending and limits local regulations to those expressly provided for in the bill, or are otherwise "directly related to objective health, safety, or welfare concerns".

At the October 5, 2021 City Council meeting, the second reading and adoption of Ordinance No. 1276 adding Article X to Chapter 22 of the Municipal Code regulating sidewalk vending was tabled. Council raised issues for further discussion and analysis prior to reintroduction of the ordinance. Council's concerns included: costs incurred by vendors in order to meet the proposed requirements for obtaining a permit (such as the cost for insurance and fingerprinting); regulations placing time of day restrictions on vendors near schools; and penalty amounts for violations of the sidewalk vending regulations.

At the November 2, 2021 meeting, staff presented additional analysis and research, and provided Council with additional information on the areas of concern noted above. Council discussed insurance, fingerprinting/background checks, time of day and location restrictions, and penalties; determining to proceed with staff recommendations, adding assurance that fingerprinting would not trigger notification to any other agencies, and adding written warning as the penalty for first violation.

At the December 7, 2021 City Council, Council directed staff to apply more stringent time and location restrictions near schools and residential uses, require annual fingerprinting background checks, and explore a citywide prohibition on issuing sidewalk vending permits to persons failing to pass criminal background checks.

The Ordinance being presented to the City Council prohibits sidewalk vending within 500 feet of schools, prohibits stationary vendors from operating in areas zoned residential or adjacent to residential uses, and limits mobile sidewalk vending in areas zoned residential or adjacent to residential uses to the hours of 9:00 am to 5:00 pm. The Ordinance requires sidewalk vendors to undergo annual fingerprinting background checks, and denies permits to anyone that has been convicted of any of the following crimes, or of an attempt or conspiracy to commit any of the following crimes:

- murder,
- mayhem,
- kidnapping,
- robbery,
- assault with intent to commit a felony,
- assault,
- battery,
- rape,
- arson,
- burglary,
- possession of burglarious instruments or deadly weapons,
- or any crime for which the applicant is required to register as a sex offender.

Staff recommends the introduction of Ordinance No. 1276, adding Chapter 12.10 the Vernon Municipal Code.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Ordinance No 1276](#)
2. [Sidewalk Vendor Radius Map](#)

ORDINANCE NO. 1276

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON, CALIFORNIA, ADDING CHAPTER 12.10 – SIDEWALK VENDING TO TITLE 12 – STREETS, SIDEWALKS AND PUBLIC PLACES OF THE VERNON MUNICIPAL CODE

SECTION 1. Recitals.

- A. On September 17, 2018, Senate Bill No. 946 (SB 946) was signed into law, adding Sections 51036-51039 to the California Government Code.
- B. SB 946 decriminalizes sidewalk vending and limits local regulations to those expressly provided for in the bill or are otherwise “directly related to objective health, safety, or welfare concerns”.
- C. SB 946 only applies to sidewalk vending in public rights-of-way, and private rights-of-way are still subject to private and local control.
- D. The Vernon Municipal Code does not currently address or regulate sidewalk vending operations.
- E. The City desires to adopt a sidewalk vending ordinance setting forth operational requirements for sidewalk vending within the City to ensure compliance with state law and to protect the health, safety, and welfare of the public.

THE CITY COUNCIL OF THE CITY OF VERNON HEREBY ORDAINS:

SECTION 2. The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct and are a substantial part of this Ordinance.

SECTION 3. The City Council hereby finds that adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA), in accordance with CEQA Guidelines Section 15061(b)(3), because there is no possibility that regulation of sidewalk vending will have a significant effect on the environment.

SECTION 4. The City Council hereby finds that this Ordinance is adopted consistent with the authority under SB 946 to regulate the time, place and manner of sidewalk vending operations in the City’s jurisdiction, in the interest of promoting public health, safety and welfare.

SECTION 5. The City Council further finds that such restrictions on street vending are necessary to:

1. Prevent interference with public safety personnel in the performance of their duties.

2. Maintain unobstructed sidewalks, pathways, streets, alleys, etc., to allow pedestrians and vehicular traffic, including ingress and egress from any building, place or business, from street to sidewalk, or by persons exiting or entering parked or standing vehicles, particularly for individuals with disabilities.
3. Allow continued public access, use, and maintenance of public facilities, including but not limited to paths, sidewalks, traffic signs/signals, fire hydrants, and public transportation services.
4. Limit sidewalk vendors' hours of operation within areas adjacent to residential zones and prohibit stationary sidewalk vending in areas zoned exclusively residential and adjacent to residential uses, to protect the safety of vendors and residents and to promote the welfare of residents by prohibiting commercial activities and associated noise and traffic during hours and in zones wherein residents can and should expect peace and quiet.
5. Prohibit the operation of any sidewalk vendor within 500 feet of schools to protect the health and safety of children, including but not limited to the danger that could be caused by sidewalk congestion when school children are arriving or leaving in large numbers.
6. To prevent food-borne illness and protect the health and safety of the public, every sidewalk vendor is required to adhere to the provisions of California Health and Safety Code, Division 104 (Environmental Health), Part 7 (California Retail Food Code).
7. Prevent sidewalk vendors from selling alcohol, cannabis, tobacco products, any product containing nicotine, adult-oriented materials, or any products used to smoke/vape cannabis or nicotine to protect the health and safety of the public to ensure that minors do not gain illegal access to these products.
8. Require sidewalk vendors to obtain insurance to protect the health and safety of the public and employees of sidewalk vendors, because insurance would help ensure a source of funding for bodily and property damage resulting from sidewalk vendors' activities. Further, compelling sidewalk vendors to provide liability insurance with the City named as additional insured with respect to liability arising out of a vendor's use of City property is necessary to protect the City against claims for bodily injury and property damage arising during the vendors' and patrons' uses of City property for their commercial activity.
9. To protect the public's health, safety, and welfare by ensuring that vendors on public property employ persons that do not pose a threat to customers and the general public. This chapter is adopted pursuant to the City's police powers for the purpose of regulating vending on public property.

As to all other regulations set forth in the Ordinance, they are directly related to objective health, safety, and welfare concerns, including but not limited to the health, safety and welfare of vendors, their prospective patrons, pedestrians, those protected by the Americans with Disabilities Act, those operating motor vehicles at intersections and in rights-of-way adjacent to sidewalks, and the public at large.

SECTION 6. Chapter 12.10 of Title 12, is hereby added to the Vernon Municipal Code, as follows:

Chapter 12.10 Sidewalk Vending

Sections.

12.10.010	Purpose.
12.10.020	Definitions.
12.10.030	Sidewalk vending permits.
12.10.040	General regulations.
12.10.050	Location-specific regulations.
12.10.060	Violation-Penalty.
12.10.070	Ability-to-pay determination.
12.10.080	Removal or disposal of seized property.
12.10.090	Revocation of permit.

Section 12.10.010. Purpose.

Sidewalk vending promotes entrepreneurship and can provide a vibrant street scene. The procedures and standards in this article are intended to provide an orderly framework allowing street vending while protecting the health and wellbeing of the public.

Section 12.10.020. Definitions.

As used in this article, the following meanings shall apply:

"Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

"Sidewalk vending receptacle" means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance.

"Sidewalk vendor" means a person who sells food or merchandise from a sidewalk vending receptacle, or from one's person, upon a public sidewalk or other pedestrian path.

"Stationary sidewalk vendor" means a sidewalk vendor who vends from a fixed location.

Section 12.10.030. Sidewalk vending permits.

- (a) Only sidewalk vendors with valid sidewalk vending permits issued by the Public Works Director may vend upon the city's public streets or rights-of-way.
- (b) A sidewalk vending permit shall be valid for a period of one (1) year from the date of issuance, unless sooner revoked as set forth in this article.
- (c) To apply for a sidewalk vending permit, the applicant must provide:
 - 1. A completed application form containing:
 - (i) Their name and mailing address;
 - (ii) Description of the merchandise offered for sale or exchange;
 - (iii) If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal and any owners of the company, partnership, or corporation;
 - (iv) Certification that the information is true to his or her knowledge and belief; and
 - (v) Provide proof of liability insurance as required by, and in a form acceptable to, the Finance Department.
 - 2. A copy of a California's driver's license or identification card, an individual taxpayer identification number, or a Social Security number. Such information is not a public record and will remain confidential as required by Government Code Section 51038(c)(4).
 - 3. A copy of a valid California Department of Tax and Fee Administration seller's permit, as required.
 - 4. A copy of a valid mobile food permit issued by the City of Vernon Health and Environmental Control Department, as required.
 - 5. A statement indicating whether the sidewalk vendor intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor and, if roaming, the intended method and path of travel.
- (d) To ensure the safety of residents and the merchantability of products sold by vendors without a fixed place of business, the City requires all sidewalk vending applicants to undergo an annual fingerprinting background check and to submit the results to the City as an attachment to their application. Information related to an applicant's

immigration status will not be used or disclosed by the City to any other governmental agency.

- (e) The sidewalk vending permit application shall require the applicant to agree, in writing, to comply with all the provisions of this article and all applicable provisions of the Vernon Municipal Code.
- (f) The Public Works Director shall deny the application on any of the following grounds:
 - 1. The applicant does not submit one of more of the items required by the application form; and/or
 - 2. The applicant for a Sidewalk Vendor Permit was convicted of any of the following crimes, or of an attempt or conspiracy to commit any of the following crimes, as defined in the California Penal Code, and such conviction indicates that the applicant may pose a danger to the public if granted a permit: murder, mayhem, kidnapping, robbery, assault with intent to commit a felony, assault, battery, rape, arson, burglary, possession of burglarious instruments or deadly weapons, or any crime for which the applicant is required to register as a sex offender pursuant to California Penal Code Section 290.

Section 12.10.040. General regulations.

- (a) To maintain accessibility standards for the disabled, every sidewalk vendor operating on any public street or right-of-way must ensure that no obstruction is placed in the public street or right-of-way that would reduce the width of the public street or right-of-way to less than forty-eight (48) inches, exclusive of the top of the curb. No obstruction shall be located in a public street or right-of-way less than six (6) feet in width when the sidewalk is adjacent to the curb.
- (b) To prevent food-borne illness and protect the health and safety of the City's residents, every sidewalk vendor selling any food or beverage is required to adhere to the provisions of California Health and Safety Code, Division 104 (Environmental Health), Part 7 (California Retail Food Code).
- (c) A sidewalk vending permit does not provide an exclusive right to operate within any specific portion of the public street or right-of-way.
- (d) No equipment or objects used for sidewalk vending purposes may be left unattended in public spaces or in any portion of the public street or right-of-way from 10:00 p.m. to 6:00 a.m. Any equipment or objects left overnight in public spaces or in any portion of the public street or right-of-way will be considered discarded and may be seized or disposed of by the City in accordance with this article.

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- (e) To facilitate the enforcement of this article, every sidewalk vendor must display their city-issued sidewalk vending permit on the street-side portion of their sidewalk vending receptacle when operating in the public street or right-of-way.
 - (f) To preserve accessibility to private and public facilities, a sidewalk vendor operating on any public street or right-of-way must ensure that no obstruction is placed impeding entry to and exit from a business or residence or access to a public facility.
 - (g) A sidewalk vendor shall not engage in the selling of alcohol, cannabis, tobacco products, products that contain nicotine or any product used to smoke/vape nicotine or cannabis, or adult-oriented material depicting, describing or relating to sexual activities.
 - (h) A sidewalk vendor must carry a waste disposal bag or container to permit the disposal of trash, food, or liquids.
 - (i) No sidewalk vending receptacle shall contain or use propane, natural gas, or other explosive or hazardous materials. A sidewalk vendor may not use an open flame on or within any sidewalk vending receptacle.
 - (j) Sidewalk vending receptacles shall not touch, lean against, or be affixed at any time to any building or structure including, but not limited to lampposts, parking meters, mailboxes, traffic signals, fire hydrants, benches, bus shelters, newsstands, trashcans or traffic barriers.
 - (k) The City Administrator or designee may adopt administrative regulations imposing additional requirements consistent with this article and all other applicable laws in order to regulate the time, place, and manner of vending.

Section 12.10.050. Location-specific regulations.

- (a) Sidewalk vending hours' limitations in areas zoned for nonresidential use will be as restrictive as any limitations on hours of operation imposed on other businesses or uses on the same street, excluding those permitted to operate twenty-four (24) hours.
- (b) Sidewalk vending, within 500 feet of residential uses, is limited to the hours of 9:00 a.m. through 5:00 p.m.
- (c) Stationary sidewalk vendors are prohibited from operating within areas that are zoned exclusively residential and adjacent to residential uses.
- (d) A sidewalk vendor is prohibited from operating within five hundred (500) feet of any area subject to a temporary use permit or a special event permit for the duration of the temporary use or special event permit.

- (e) To limit traffic congestion and protect the safety of children traveling to and from and in and around schools from potential adverse safety impacts due, in part, to sidewalk congestion, no sidewalk vendor is permitted to operate within five hundred (500) feet of a public or private school.
- (f) To limit traffic congestion and protect the safety of transit riders from potential adverse safety impacts due, in part to sidewalk congestion, no sidewalk vendor is permitted to operate within five hundred feet of a transit stop.

Section 12.10.060. Violation-Penalty.

- (a) Any violation for failure to obtain a permit as mandated by this article is punishable by an administrative fine not to exceed:
 - 1. A written warning for a first violation;
 - 2. Two hundred fifty dollars (\$250.00) for a second violation; or
 - 3. Five hundred dollars (\$500.00) for a third violation within one (1) year of the second violation; or
 - 4. One thousand dollars (\$1,000.00) for each additional violation within one (1) year of the second violation.
- (b) Any violation of any other provision of this article is punishable by an administrative fine not to exceed:
 - 1. A written warning for a first violation;
 - 2. One hundred dollars (\$100.00) for a second violation; or
 - 3. Two hundred dollars (\$200.00) for a third violation within one (1) year of the second violation; or
 - 4. Five hundred dollars (\$500.00) for each additional violation within one (1) year of the second violation.
 - 5. The Public Works Director may rescind a sidewalk vendor permit for the remaining term of the permit upon a fourth or subsequent violation of this article.
- (c) Failure to pay an administrative fine is not punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized will not be assessed. However, the City may levy a lien on the violator's real or personal property, including the receptacle used for vending purposes, in accordance with applicable law.

- (d) An administrative violation under this section constitutes a separate and distinct violation for each day that it exists and each such violation may be subject to the maximum fine permitted under this section.

Section 12.10.070. Ability-to-pay determination.

- (a) Any fine issued under Section 12.10.050 will be accompanied with a notice of and instruction regarding the right to request an ability-to-pay determination.
- (b) If the requestor is receiving public benefits under Government Code Section 68632, subdivision (a), or has a monthly income which is one hundred twenty-five (125) percent or less than the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services, the Public Works Director will limit the total amount of the requestor's administrative fine to twenty percent (20%) of the total.

Section 12.10.080. Removal or disposal of seized property.

The City may dispose of the sidewalk vending receptacle (including any associated merchandise, food, equipment, or objects) if not claimed within 30 days of removal by City, or if an administrative appeal is filed related to the removal, then after the final decision in the administrative appeal.

Section 12.10.090. Revocation of permit.

A sidewalk vending permit may be revoked pursuant to the revocation procedures, as applicable, set forth in Section 5.04.320 of this Code.

SECTION 7. Any provision of the Vernon Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 8. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 9. The City Clerk shall certify the adoption and publish this Ordinance as required by law.

SECTION 10. This Ordinance shall become effective after the thirtieth day following its adoption.

APPROVED AND ADOPTED this __ day of _____, 2022.

MELISSA YBARRA, Mayor

ATTEST:

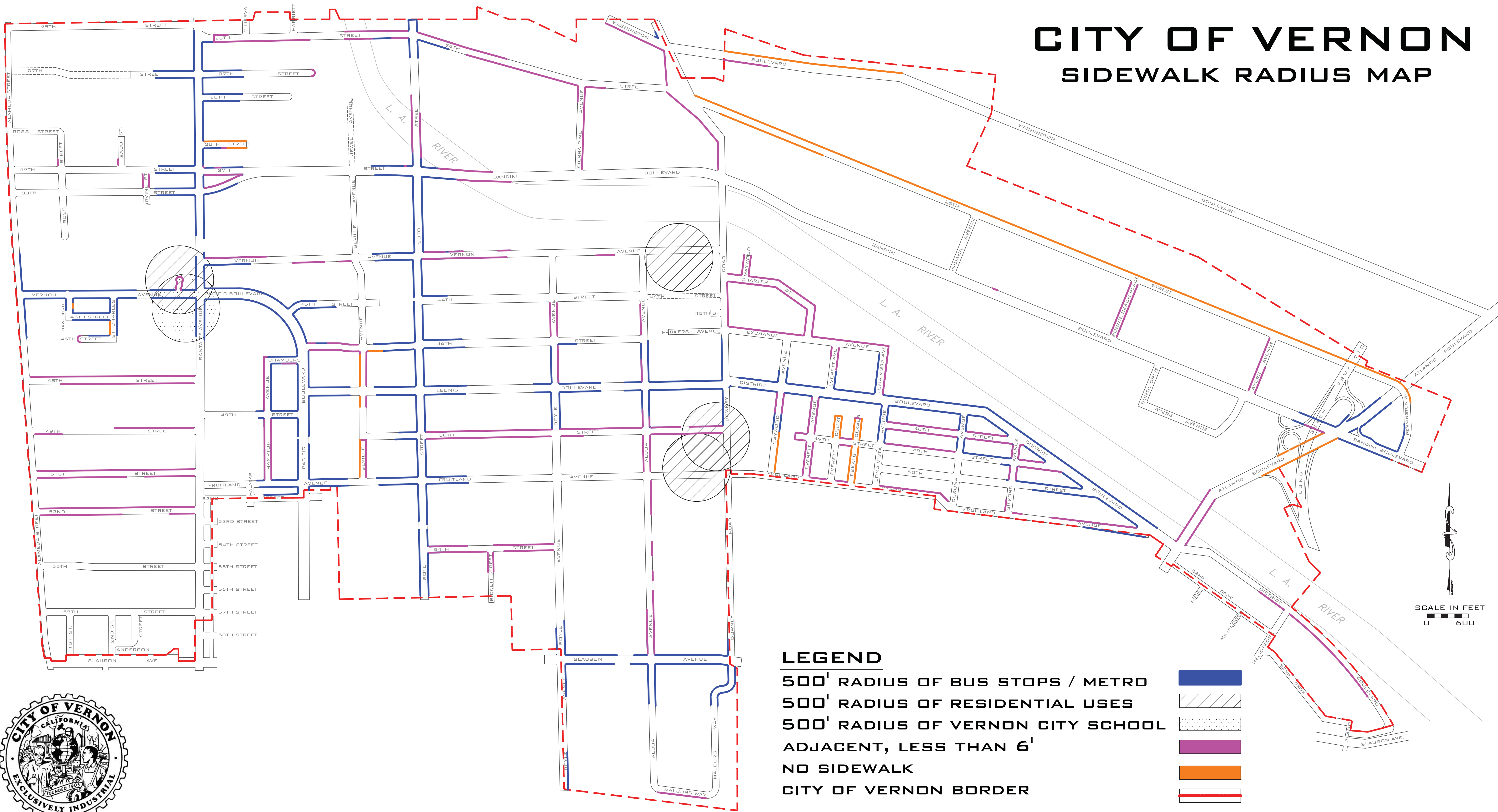
LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

CITY OF VERNON

SIDEWALK RADIUS MAP



City Council Agenda Item Report

Submitted by: Lisette Grizzelle
Submitting Department: Human Resources
Meeting Date: February 1, 2022

SUBJECT

Amendment to Classification and Compensation Plan

Recommendation:

- A. Approve revised job description for Police Officer Recruit; and
- B. Adopt Resolution No. 2022-02 amending Exhibit A of the Classification and Compensation Plan, adopted by Resolution No. 2021-16, as amended by Resolution Nos. 2021-27, 2021-37, 2021-42 and 2021-44 approving revised salary range and position designation for the above referenced classification.

Background:

The Human Resources Department, in collaboration with the Police Department and the Vernon Police Officers' Benefit Association, recommend retitling and revising the existing job description for Police Cadet to align with survey market findings and departmental needs, and to help attract and recruit potential Police Officer candidates who are enrolled in a police academy. It is proposed that the title be revised to Police Officer Recruit from the existing title of Police Cadet. This classification is established as an entry level, non-sworn classification in which candidates can be hired while attending a police academy. It is considered a full-time, benefits eligible position. Hiring at the Police Officer Recruit level assists in attracting well qualified Police Officer candidates while they are attending their academy training. Once a Police Officer Recruit successfully completes all required training and graduates from a police academy, they will be considered for advancement into the Police Officer classification.

The recommended salary grade for this position is 20 (U), with a monthly salary range of \$5,398 - \$6,561.

Fiscal Impact:

The estimated total annual cost for this revised classification is approximately \$80,572, including salary and benefits (\$71,410 base salary and \$9,162 in benefits costs). The Police Department has sufficient funds available from salary savings to fund this position.

Attachments:

- 1. [Police Officer Recruit Job Description](#)
- 2. [Resolution No. 2022-02](#)



JOB DESCRIPTION

Police Officer RecruitCadet

Date Prepared: March 2014
Date Revised: January 2022

Job Class: 4035

SUMMARY: Under close supervision, attends a California Commission on Peace Officer Standards and Training (POST) basic training academy to obtain California Peace Officer Certification. This is the entry level non-sworn, non-peace officer, training position.

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:*

- Attends classroom training sessions and takes notes required to obtain State Peace Officer Certification.
- Completes written, oral and skills proficiency examinations for a wide variety of required Peace Officer skills and knowledge, and maintains required levels of proficiency.
- Participates in physical conditioning training and testing, and maintains required levels of physical fitness.
- Adheres to CA POST academy rules and regulations.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

High School Diploma or GED equivalent. Must be at least 21 years old upon graduation from the academy, and per California Government Code Section 1031 and 1031.5 must be a United States citizen or a permanent resident who has applied for citizenship at least one (1) year before employment application. ~~be a U.S. citizen.~~ Must successfully pass a comprehensive background investigation including a polygraph, and meet the minimum POST standards for medical examinations and physical ability.

Upon successful completion of all required training, Police Officer Recruits will be eligible for consideration for appointment to a sworn Police Officer position.

Police Officer Recruits who do not successfully complete all required training will be automatically terminated from employment with the City without the right of appeal.

Knowledge of:

- City and Vernon Police Department (VPD) policies and procedures.
- Safe work practices, occupational hazards and safety precautions.

Skill in:

- Maintaining academic and professional standards in accordance with VPD policies.
- Following verbal and written instruction.
- Reading and understanding training materials and completing written, physical, and skills testing.
- Learning and applying training materials and training instructions.
- Communicating effectively verbally and in writing.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a classroom environment, and in the field for training exercises; requires strenuous physical efforts and ability to meet physical standards of the CA POST Academy.

RESOLUTION NO. 2022-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON
AMENDING EXHIBIT A OF THE CLASSIFICATION AND
COMPENSATION PLAN ADOPTED BY RESOLUTION NO. 2021-16 TO
REVISE A POSITION DESIGNATION AND ASSOCIATED SALARY
RANGE

SECTION 1. Recitals.

A. On June 1, 2021, the City Council adopted Resolution No. 2021-16, as amended by Resolution Nos. 2021-27, 2021-37, 2021-42, and 2021-44 adopting the Classification and Compensation Plan in accordance with Government Code Section 20636(b)(1).

B. Based on review of operational and staffing needs, retitling, and revising the existing job description and associated salary range for Police Cadet to Police Officer Recruit are necessary in the Police 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. 2021-16, as amended by Resolution Nos. 2021-27, 2021-37, 2021-42, and 2021-44, is hereby amended to retitle and revise the existing job description and associated salary range for Police Cadet to Police Officer Recruit, as shown in Exhibit A of this Resolution and referred to as Exhibit A of the City's Classification and Compensation Plan.

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

APPROVED AND ADOPTED this 1st day of February, 2022.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney



City of Vernon
Classification and Compensation Plan
Management, Confidential, Executive, Elected Officials, and Unclassified
Exhibit A
Fiscal Year: 2021-2022
Effective February 1, 2022

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
POLICE DEPARTMENT								
4035	Police Cadet		NE	3180				
	Step 1				\$ 38,892	\$ 3,241	\$ 18.6981	\$ 1,495.85
	Step 2				\$ 36,864	\$ 3,072	\$ 17.7231	\$ 1,417.85
	Step 3				\$ 34,944	\$ 2,912	\$ 16.8000	\$ 1,344.00
	Step 4				\$ 33,120	\$ 2,760	\$ 15.9231	\$ 1,273.85
	Step 5				\$ 31,380	\$ 2,615	\$ 15.0865	\$ 1,206.92
	Step 6				\$ 29,760	\$ 2,480	\$ 14.3077	\$ 1,144.62
	Step 7				\$ 28,212	\$ 2,351	\$ 13.5635	\$ 1,085.08
	Step 8				\$ 26,736	\$ 2,228	\$ 12.8538	\$ 1,028.31
4035	Police Officer Recruit		NE U	20				
	Step 1				\$ 64,771	\$ 5,398	\$ 31.1399	\$ 2,491.19
	Step 2				\$ 68,010	\$ 5,667	\$ 32.6969	\$ 2,615.75
	Step 3				\$ 71,410	\$ 5,951	\$ 34.3317	\$ 2,746.54
	Step 4				\$ 74,980	\$ 6,248	\$ 36.0483	\$ 2,883.86
	Step 5				\$ 78,729	\$ 6,561	\$ 37.8507	\$ 3,028.06

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

City Council Agenda Item Report

Submitted by: Lisette Grizzelle
Submitting Department: Human Resources
Meeting Date: February 1, 2022

SUBJECT

At-Will Employment Agreement for Deputy City Administrator

Recommendation:

Approve and authorize the City Administrator to execute an At-Will Employment Agreement for the Appointment of Angela P. Kimmey to Deputy City Administrator, in substantially the same form as submitted, with an effective date of January 31, 2022.

Background:

City Administration has a need to fill the long-standing vacancy in the Deputy City Administrator position due to the many special projects, programs and long-term goals the Department is working to accomplish. As assigned by the City Administrator, the Deputy City Administrator may advise and manage City departments, programs and special projects, and will assist the City Administrator with strategic planning, policy development, establishing priorities, and assisting with departmental and inter-department operations.

Following a promotional recruitment process, the City Administrator has made a conditional offer of employment to Angela P. Kimmey to serve as Deputy City Administrator. Ms. Kimmey has twenty-one years of experience in public service for the cities of Vernon and Pasadena. Ms. Kimmey's experience includes ten years of experience managing government programs, specifically in state and federal legislative advocacy, regulatory advocacy, regulatory compliance, and risk management. Ms. Kimmey also possesses over twenty years of experience working with elected officials as a municipal employee and as a political professional, campaigning, fundraising, and lobbying from the local level up to the White House. Most recently, Ms. Kimmey has assisted the City Administration Department as Acting Deputy City Administrator. Ms. Kimmey holds a Bachelor's Degree in Spanish and Political Science and a Master's Degree in Public Administration.

Fiscal Impact:

The estimated total annual cost for the Deputy City Administrator is approximately \$193,905, including salary and benefits (\$171,856 base salary and \$22,049 in benefits costs). These costs will be included in the mid-year budget adjustments and will be incorporated into the City Administration Department budget for subsequent fiscal years.

Attachments:

1. [At-Will Employment Agreement \(Non-Safety\) A. Kimmey](#)

AT-WILL EMPLOYMENT AGREEMENT (NON-SAFETY)
BETWEEN THE CITY OF VERNON AND
ANGELA P. KIMMEY

This Agreement is between the City of Vernon ("City") and Angela P. Kimmey ("Employee").

Recitals

City desires to employ Employee as an at-will employee in the position of Deputy City Administrator. Employee desires to be the Deputy City Administrator and acknowledges that such employment is at-will.

The City Administrator, pursuant to the authority granted by the City of Vernon Charter and City Council, agrees to hire Employee, as an at-will employee, subject to the terms and conditions identified below.

AGREEMENT

Section 1: **TERM**

The effective date of this Agreement shall be January 31, 2022. Either party may terminate this Agreement pursuant to the provisions set forth below. Employee is an at-will employee and may be terminated, with or without cause, upon thirty (30) days written notice. Employee may resign with thirty (30) days advance notice as set forth in Section 8 below.

Section 2: **DUTIES**

A. City engages Employee as the Deputy City Administrator to perform the functions and duties specified in the job description for the position (Attachment "A", incorporated herein by this reference), as the same may be modified by the City Administrator, from time to time, and to perform such other legally permissible and proper duties and functions as the City Administrator shall, from time to time, assign.

B. Employee agrees that to the best of her ability and experience that she will at all times conscientiously perform the duties and obligations required, either express or implied, by the terms of this Agreement, the ordinances, resolutions and adopted policies of the City of Vernon and the laws and regulations of the State of California and the United States.

C. As a public employee, Employee is required to work a full and complete work week pursuant to the established work schedule as determined by the City Administrator, and devote whatever time is necessary to fulfill the employment responsibilities and duties as identified in this Agreement.

D. During the term of this Agreement, Employee is required to have and maintain a valid California Driver's license.

E. Employee acknowledges that in connection with the performance of her duties, she will obtain information from City employees and third parties that is of a confidential nature. Employee agrees that she will not disclose such confidential information other than to officers

and employees of the City who have been authorized to have access to such information. Employee further agrees that if she has a question as to the confidentiality of information obtained in the course of her employment, she will contact the City Attorney for advice.

Section 3: **EXCLUSIVE EMPLOYMENT**

Employee agrees to focus her professional time, ability and attention to City business during the term of this Agreement. Consequently, Employee agrees not to engage in any other business pursuits, whatsoever, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the City Administrator. This does not preclude Employee from volunteering her services to other entities or individuals as long as such volunteer services are not in conflict with the services to be provided by Employee under this Agreement.

Section 4: **COMPENSATION**

As compensation for the services to be rendered by Employee, City agrees to pay Employee a base starting salary of no less than \$171,856, per year, payable in twenty-six (26) biweekly installments at the same time as other employees of the City are paid and subject to customary withholding. Salary adjustments (merit increases), if any, in Employee's salary during the term of this Agreement shall be at the sole discretion of the City Administrator based upon the City Administrator's evaluation of Employee's job performance and within the base salary range established by the City Council or as otherwise approved by the City Council. Any and all adjustments shall be in accordance with City personnel policies and procedures. Employee's salary shall be reflected in the City's publicly available salary schedule.

Section 5: **BENEFITS**

A. **Retirement**

As an employee of the City of Vernon, Employee will be enrolled in the California Public Employees Retirement System (PERS) retirement plan, as such plan may be amended by the City Council. As of the date of this employment agreement, such plan includes the 2.7% at 55 benefit formula for "classic" miscellaneous employees or the 2.0% at 62 benefit formula for "new/PEPRA" miscellaneous employees. The Employee pays for the employee contribution to PERS.

B. **Other Executive Management Benefits**

Employee shall receive all benefits specified by the then current Resolutions of the City Council of Vernon for Executive Management Staff, including, without limitation, those related to Vacation, Administrative Leave, Holidays, Sick Leave, Medical and Dental Insurance, Life Insurance, Flexible Benefits Plans, Vision Care, Other Leaves, and Deferred Compensation, and other types of leave in accordance with the Personnel Policies and Procedures Manual.

Section 6: **TERMINATION AND SEVERANCE PAY**

- A. Employee is an at-will employee and serves at the will and pleasure of the City Administrator and may be terminated at any time, without cause, subject to the conditions of paragraphs B and C of this section.

- B. In the event that Employee is terminated by the City Administrator for reasons other than physical or mental incapacity, and other than those reasons noted in paragraph E, below, the City agrees to pay the employee a severance amount equal to six (6) months of base salary.
- C. To be eligible for severance pay, as identified in paragraph B, of this section, Employee shall fulfill all of her obligations under this Agreement and shall sign a severance agreement and release of all claims against the City.
- D. All severance payments shall be paid within thirty (30) calendar days of the date Employee executes the severance agreement and release of claims against the City.
- E. Notwithstanding paragraphs A, B and C, above, if Employee resigns or retires, or is terminated due to insubordination, incapacity, dereliction of duty, violation of the City's Alcohol and Drug-Free Workplace Policy III-1, conviction of a crime involving moral turpitude or involving personal gain to her or abuse of her office or position or any felony or for a breach of this Agreement, City shall have no obligation to pay any severance provided in this section. Furthermore, Employee agrees that any severance provided shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of her office or position.
- F. Upon termination, Employee shall be paid for all earned, but unused, vacation time.

Section 7: **ABUSE OF OFFICE OR POSITION**

If Employee is paid leave salary during a pending investigation, any salary provided for that purpose shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of her office or position.

If Employee is provided funds for any legal criminal defense during her employment with the City, any funds provided for that purpose shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of her office or position.

If this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of her office or position.

Section 8: **RESIGNATION / RETIREMENT**

Employee may resign at any time. Employee may retire, provided she is eligible for retirement, at any time. Employee agrees to provide thirty (30) calendar days advance written notice of the effective date of her resignation or retirement.

In the event Employee retires or resigns, Employee shall be entitled to payment for earned, but unused, vacation time, but not to severance pay as delineated in Section 6, paragraph B, above.

Section 9: **DISABILITY**

If Employee is permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of thirty (30) calendar days beyond any earned sick leave, City shall have the option to terminate this Agreement; however, the City's option to terminate under this Section shall be limited by its obligation to engage in the interactive process for reasonable accommodations and to provide reasonable accommodations

as required by law. Nothing in this Section shall be construed to limit or restrict Employee's benefits or rights under workers' compensation or the PERS.

However, an employee terminated under this section is not eligible for severance pay, as delineated in Section 6 of this Agreement.

In cases of disability, Employee shall be compensated for any earned, but unused, vacation leave.

Section 10: **GENERAL PROVISIONS**

A. Notice

Any notices required by this Agreement shall be in writing and either delivered in person or by first class, certified, return receipt requested US Mail with postage prepaid. Such notice shall be addressed as follows:

TO CITY: City Administrator
 City of Vernon
 4305 Santa Fe Avenue
 Vernon, CA 90058

TO EMPLOYEE: Angela P. Kimmey
 [Deliver to last updated address in personnel file]

B Entire Agreement

The text of this Agreement shall constitute the entire and exclusive agreement between the parties. All prior oral or written communications, understanding or agreements between the parties, not set forth herein, shall be superseded in total by this Agreement. No Amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Administrator and approved as to form by the City Attorney.

C Assignment

This Agreement is not assignable by either the City or Employee.

D Severability

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Jurisdiction

Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Los Angeles County, California. Employee expressly waives any right to remove any such action from Los Angeles County.

G. Effective Date

This Agreement shall take effect on January 31, 2022.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the City of Vernon has caused this Agreement to be signed and executed on its behalf by its City Administrator, and executed by the Employee.

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

Dated: _____

By: _____
Carlos R. Fandino Jr., City Administrator

ATTEST:

Lisa Pope, City Clerk

Approved as to form:

Zaynah N. Moussa,
Interim City Attorney

In signing this Agreement, Employee understands and agrees that her employment status is that of an **at-will employee** and that her rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Vernon which might otherwise apply to employees of the City. Employee further acknowledges that she was given the opportunity to consult with an attorney prior to signing this Agreement.

Signed:

Dated: _____

Employee

ATTACHMENT A

Job Description



JOB DESCRIPTION

Deputy City Administrator

Date Prepared: March 2014

Class Code: 1015

SUMMARY: Under limited supervision, administers, advises, and manages City departments, programs, and special projects, as assigned by the City Administrator; manages strategic planning, policy development, public relations, priorities, and departmental and inter-department operations.

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:*

- On a day-to-day basis, relieves the City Administrator of routine administrative tasks.
- Manages and evaluates City operations and programs, as assigned by the City Administrator; directly manages assigned programs and special projects.
- Investigates and evaluates departmental and inter-department operational issues, and develops solutions to complex problems in consultation with the City Administrator, executive staff, and department heads.
- Assist the City Administrator in developing long and short-range plans, goals, and policy recommendations; exercises independent judgment within broad policy guidelines; encourages new ideas, interactive dialogue, and collaborative approaches to solving problems.
- Meets regularly with City management staff to discuss and resolve assignments, priorities, workload, staffing, budgets, technical issues, quality standards, and services; motivates and evaluates staff, and provides leadership, direction, and guidance in operational plans and priorities; assures all operational activities are in compliance with City policies and procedures, and state and federal regulations.
- Monitors City operations, analyzes operational information, evaluates trends, and develops plans to meet City goals and future needs; presents status reports to City Council, and assures effective communication of operational and technical issues; assures all operational, legal, technical, and financial issues are properly addressed and resolved.
- Manages public relations and official communications.
- Attends and coordinates City Council meetings and work sessions, and researches issues for the City Administrator, Mayor, and City Council; assures effective communication of major project and policy issues.
- Develops and presents status and summary reports; reviews and approves City staff reports,
- Attends and coordinates internal and external stakeholder meetings; manages public information and community relations activities; meets with City committees, commissions, and residents to discuss and resolve issues; coordinates projects and regional issues with local officials, agencies, community organizations, and advocates.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

Bachelor's Degree in Finance, Business, Public Administration or related field; AND five years of experience managing government programs.

Knowledge of:

- City organization, operations, policies, and procedures.
- Federal and state laws and regulations governing municipalities, and City rules and ordinances.
- Duties, powers, authorities, and limitations of a City Administrator.
- Principles and practices of local government administrative management, including personnel rules, procurement, finance, budgeting, contract and risk management, performance management, and evaluation of public sector programs, policies, and operations.
- Strategic planning techniques for the economic, financial, and environmental needs of the City.
- Legal, ethical, and professional rules of conduct for municipal government officers.
- Current political and economic trends in state and federal government.
- Techniques and practices for efficient and cost effective management of resources.
- Business computers, and standard and specialized software applications.

Skill in:

- Analyzing complex administrative and operational issues, interpreting laws and regulations, evaluating alternatives, and developing recommendations, strategies, and operational improvements.
- Analyzing City needs, and prioritizing and promoting operational strategies to meet future needs.
- Preparing, tracking, and administering budgets.
- Interpreting and applying municipal policies and procedures.
- Presenting and defending operational reports and information in public meetings.
- Analyzing problems, resolving disputes and conflicts, and developing effective solutions.
- Using initiative and independent judgment within established procedural guidelines.
- Assessing and prioritizing multiple tasks, projects and demands.
- Establishing and maintaining cooperative working relationships with City employees, elected officials, community groups, advocates, and representatives from other local, state, and federal agencies.
- Communicating effectively verbally and in writing.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License may be required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment.